

5-5

מדינת ישראל

משרד הממשלה

משרד
Dept. of Lands
& Surveys

Government of Palestine

Nataniya sea shore

Development Co. LTD.

Lease of Sand Dunes

to KK"l south of
Nahel Falig

[1937-1946]

British Mandate Collection-Lea

גל - 5 / 16604

מס פרט 381592 99.0/3 - 50 02-113-03-05-04

14/08/2013

מזהה פיזי
מזהה לוגי
כתובת

שם

מחלקה

British Mandate

5-5

מס' תיק מקורי
GP/5/8 (11)

[5-5]

מס' תיק
GP/5/8 (11)

Lease of Sand Dunes South of Natchez, Miss.
To
Natchez Sea-shore Development Co., Inc.
Tulsa, Okla. ~~1889~~ 48

GPP, 7717-2000-00-00-00

No. GP/5/1 (u)

No. GP/5/1 (u)

Mr. Nathanya
[Signature]
GP/5/15(32)

66
DEPARTMENT OF LAND SETTLEMENT,
JERUSALEM.

28th November, 1946.

District Commissioner,
Samarin District,
Nablus.

Subject :- State Domain in Kh.az Zababida and Kafr Sur
villages, leased to the Keren Kayemeth Leisrael Ltd.

Reference:- Your letter No.1528 of 16th November, 1946.

I presume that the Asst. District Commissioner, Nathanya, refers to Regional Town Planning Scheme No. SR/48 - Wadi Faliq Development Scheme. If my presumption is correct I have no objection to the scheme as stated in my letter GP/15/15(32) of 31st December, 1944, to Messrs., Keren Kayemeth Leisrael Ltd. Copy of which is enclosed. I am also informed that the scheme has already been submitted to the Regional Town Planning Commission for approval. I enclose a copy of a letter No. MR/JA/2377 dated 4th August, 1946, received from the Keren Kayemeth Leisrael Ltd., bearing on the subject.

J. K. [Signature]
DIRECTOR OF LAND SETTLEMENT,
& WATER COMMISSIONER.

Copy to:- Asst. District Commissioner, Nathanya,
w.r.t. his letter 416 of 18th October, 1946.

" " GP/5/8(11). ✓

MM/NE.

BP/5/15(32).

11th September, 1946.

Gentlemen,

I have the honour to acknowledge receipt of your letter No.MR/JA/2377 dated 4th August, 1946, enclosing copies of the plan and report of Regional Town Planning Scheme No.8R/48 - Wadi Faliq Development Scheme.

I am, Gentlemen,
Your obedient servant,

(Sgd.) J.M. Berncastle.

Actg. DIRECTOR.

Messrs.,
Keren Kayemeth Leisrael Ltd.,
P.O.Box 283,
Jerusalem.

RC.

Copy to BP/5/15(32) —

C O P Y

65A

MR/JA/2377

KEREN KAYEMETH LEISRAEL LTD.
P.O.B. 263,
JERUSALEM.

4th August, 1946.

TRANSLATION FROM THE HEBREW

Director of Land Settlement,
Government of Palestine,
Jerusalem.

Sir.

Subject: Regional Town Planning Scheme No. SR/48 -
Wadi Faliq Development Scheme.
1) Qhabet Kafr Zur, Reg. Blocks Nos: 7943-
7949 incl. & parts of 7950 & 7951.
2) Khirbet ez Zababids, Reg. Blocks Nos:
7705 & 7707 (parts)

Following our recent conversation with
Mr. J. M. Berncastle, held on the 22nd July, 1946, -
in which it was suggested that copies of Town
Planning Schemes on State Domain Land leased to
our Institution should be forwarded to the Director
of Land Settlement - we attach herewith one copy of
Plan of and Report on the Wadi Faliq Development
Scheme.

This Scheme was already submitted on the
14th June, 1946 to the Regional Planning Commission
for approval.

Respectfully, yours,

(Sgd.) E. Borucov.

RC.

29th August, 1946.

Asst. District Commissioner,
Nathanya.

Subject :- Application for licence
to remove Zifzif.

Reference:- Your NAT.75 dated 21st
August, 1946.

From the plan forwarded to me under
your above quoted letter the area applied
for falls within Parcel 1 of Block 7707
Khirbet ez Zababide. The parcel was leased
to the Keren Kayemeth Leisrael Ltd. My
letter No. GP/5/15(32) dated 8th May, 1943
to District Officer, Nathanya, refers.

In the circumstances, I shall be ob-
liged if you will inform applicants that
there is no land which could be leased to
them. The plan is returned to you herewith.

(Sd) J. M. Berncastle
ACTING DIRECTOR.

RC.

GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE

No. NAT. 75.

Assistant District Commissioner's
Office, Nethanya.Director of Land Settlement,
Jerusalem.

21. August, 1946.

Sir. Hassan
Yusuf
Subject:- Application for licence to remove
Zifzif.Ref'nce:- My letter No. 75 dated 8.8.46.I enquire whether circumstances now permit of a
reply being given to my above mentioned letter.

--- Copy enclosed for easy reference.

DEPARTMENT OF LAND SETTLEMENT
JERUSALEM

26 AUG. 1946

File *CM 18/46* Paid *M*

GOVERNMENT OF PALESTINE

J. Perme
Assistant District Commissioner
Nethanya.

Blank page with faint horizontal lines and two punch holes on the right side.

NAT. 75.

Assistant District Commissioner's
Office, Nathanya.

8, August, 1946.

Director of Land Settlement,
Jerusalem.

Subject:- Application for licence to remove
Zifzif.

I have received an application from two Ex-servicemen,
Messrs. Mendelovitz and Rosenzweig applying for licence to remove
Zifzif from the sea shore, Block 7707 a few kilometres south of
Nathanya.

2.... Please find enclosed a sketch showing the proposed site
and return after scrutiny.

3. I should be grateful if you would find it possible not
to object.

Sgd.
for Assistant District Commissioner
Nathanya.

GOVERNMENT OF PALESTINE

10.63

IN REPLY PLEASE QUOTE

No. NAT. 75

Assistant District Commissioner's
Office, Nathanya.Director of Land Settlement,
Jerusalem.

8 August, 1946.

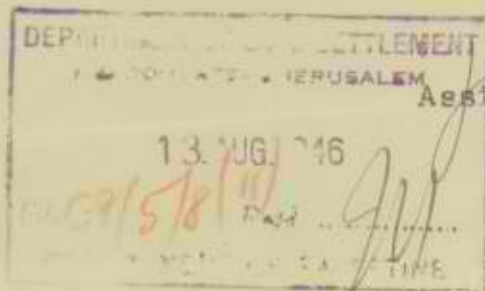
L.D.

see 64/11

Subject:- Application for licence to remove
Zifzif.

I have received an application from two ex-servicemen Messrs.
Mendelovitz and Rosenzweig applying for licence to remove zifzif
from the sea shore, Block 7707 a few kilometres south of Nathanya.

- 2.-- Please find enclosed a sketch showing the proposed site. *and*
return of this sketching.
3. I should be grateful if you would find it possible not to
object.



S. Haim
Assistant District Commissioner
Nathanya.

1st December, 1944.

Gentlemen,

I have the honour to refer to your letter B/B No. 51/4 of 29th December, 1943, and my reply thereto No. GP/5/15(32) dated 30th December, 1943, and to inform you that the period of extension during which the schemes required under clauses 2(3) of the Agreements GP/5/15(32) and GP/5/8(11) dated 11.11.1938 and 13.7.1939, should be submitted, expires on 31st December, 1944. = 11/15/15/32

2. I shall be obliged, therefore, if you will submit the schemes on or before that date.

I have the honour to be,
Gentlemen,
your obedient servant.

(Sgd) J. M. Berncastle

DIRECTOR OF LAND SETTLEMENT.

Messrs.,
The Keren Kayemeth Leisrael Ltd.,
P. O. Box 283,
Jerusalem.

NB.
Copy to:- GP/5/8(11).✓

30th December, 1943.

Gentlemen,

I have the honour to refer to your letter of 29th December, 1943, in connection with your obligation to submit a draft development scheme in respect of the State Domains at Ghabat Kafr Sur and Khirbat Ez-Zababida which were formerly leased to the Nathanya Seashore Development Company and of which the leases were assigned to you.

2. In view of the difficulties arising from war-time conditions I agree that the period during which the scheme must be submitted may be extended until 31st December, 1944. I hope that every effort will be made to submit the scheme before that date.

I am, Gentlemen,
your obedient servant.

Actg. DIRECTOR OF LAND SETTLEMENT.

Messrs.,
The Keren Kayemeth Leisrael,
P.O.Box 283,
Jerusalem.

Copy to:- GP/5/9(11).

NB.

GP/5/15(32).

C O P Y

8th May, 1943.

District Officer,
Natanya.

Subject :- State Domains leased
to Natanya Sea-Shore
Development Co. Ltd.

Reference:- Your letter NAT/270/66
of 30.4.43.

I enclose herewith for your retention two copies of the Deeds of assignment made to the long-term lessees of GP/5/15(32) and GP/5/8(11) in favour of the Keren Kayemeth Leisrael Ltd.

(Sgd.) J.M. Berncastle.

for DIRECTOR OF LAND SETTLEMENT

RC.

C O P Y

80 GP/5/8(11)
DIRECTOR OF LAND REGISTRATION
P. O. B. 190,
JERUSALEM.

R.15701-3339.

17th April, 1943.

Director of Land Settlement.

Subject :- The Netanya Sea-shore
Development Co. Ltd.

Reference:- Your GP/5/15(32) of 29.3.43.

Following your request, I enclose
herewith the two deeds of Assignment duly
executed by the parties thereto.

(Sgd.) ?

for DIRECTOR OF LAND REGISTRATION.

RC.

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
500 5TH AVENUE
NEW YORK 17, N.Y.

H. 12501-12502

1912-1913

UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO
CHICAGO, ILL.

CHICAGO, ILL. 1912-1913

CHICAGO, ILL. 1912-1913
CHICAGO, ILL. 1912-1913
CHICAGO, ILL. 1912-1913

(1912-1913)

THE UNIVERSITY OF CHICAGO

GP/5/15(32).

14th January, 1943.

Sir,

I have the honour to refer to your letter dated 17th November, 1942, on the subject of the two long term leases granted by the Government of Palestine to the Nathanya Sea Shore Development Co. Ltd., dated respectively the 11th November, 1938 in respect of land in Ghabet Kafr Sur, and the 5th July, 1939, in respect of land in Khirbet ez Zababida, and to inform you that the proposal to assign these leases to the Keren Kayemeth Leisrael is agreed to.

2. I enclose herewith a copy of a draft Deed of Assignment in substitution for that forwarded under your above quoted letter, and I shall be obliged if you will arrange that the Anglo Palestine Bank be made a party to the deeds or separately express its concurrence in the assignments to the Keren Kayemeth Leisrael Ltd.

3. I am also to request that on execution of the deeds by the parties such documents be again referred to Government for signification on them of Government's consent to the assignments under the relevant clauses of the leases.

4. In conveying the approval of Government to the assignment I beg to draw attention of the Keren Kayemeth Leisrael Ltd., to the fact that Nathanya Sea Shore Development Co. have not as yet complied with the terms of Clause 2(3) of the agreement and request the assignees to submit the development scheme as soon as possible and, in any case, within twelve months from the date of the assignment.

I am, Sir,
Your obedient servant,

(Sd) MAURICE C. BENNETT
DIRECTOR OF LAND SETTLEMENT.

Dr. M. Eliash,
Advocate,
P. O. B. 433,
Jerusalem.

Copy to: GP/5/8(11). ✓

WT.

NABLUS SUB-DISTRICT (continued).

[illegible]

GP/5/15(32)

16th Dec. 1942.

Chief Secretary.

Subject:- Mortgage of the
leasehold of the
property known as
Ghabet Kafr Sur
in favour of the
Anglo-Pal. Bank, Ltd.

Reference: Your L/44/37 of
13th Aug. 1942.

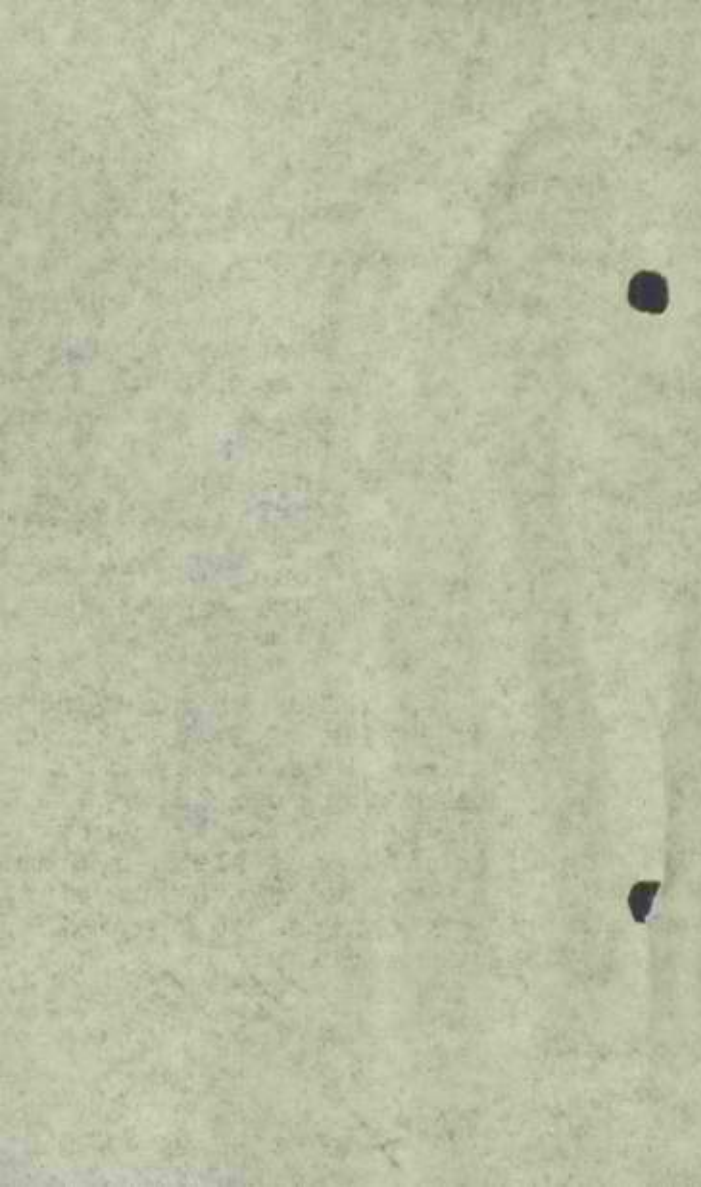
52
With further reference
to my letter of 25th
November, 1942, I shall be
grateful for your approval
of the Deed of Assignment
as soon as possible, as I am
being pressed by the parties
who are anxious to complete
the transaction.

Copy to:

GP/5/8(11)

P.

[Signature]
DIRECTOR OF LAND
SETTLEMENT.



DEPARTMENT OF LAND SETTLEMENT,
JERUSALEM.

GP/5/15(32)

25th November 1942.

Chief Secretary.

See also 58
Subject:- State Domain leased to the Natanya
Seashore Development Company Ltd.

Reference: Your L/44/37 of 18th August 1942.

I forward herewith an application dated
17th November 1942 for the transfer to the Jewish
National Fund of the following State Domains
leased to the Natanya Seashore Development Co.Ltd.:

<u>State Domain</u> <u>No.</u>	<u>Village.</u>	<u>Area.</u> <u>Dunams.</u>	<u>Date of</u> <u>Agreement.</u>
GP/5/15(32)	Ghabat Kafr Sur.	4,260	11th Nov. 1938.
GP/5/8(11)	Khirbat ez Zababids.	785	5th July, 1939.

2. The Natanya Seashore Development Co.Ltd.
have paid the rents so far due but have not com-
plied with the provisions in the Agreements which
require a development scheme to be submitted
within the given period, though there is cor-
respondence on my file on the subject and about
a year ago they informed me that an outline road
scheme was under preparation.

3. I do not consider that the question of
the failure of the Company to prepare a scheme
should be acted upon and recommend the transfer
of the leases referred to to the Jewish National
Fund. In the event of the assignment of the
leases being approved, I shall be obliged if the

P.T.O.

----- form of the Deed of Assignment attached to the application may be considered by the Law Officers.

MURICE C. BENNETT
DIRECTOR OF LAND SETTLEMENT.

P.

Copy to GP/5/8(11). ✓

חברה לפתוח חוף נתניה בע"מ

NATHANYA SEA-SHORE DEVELOPMENT Co. LTD.

HEAD OFFICE:

SIR HERBERT SAMUEL ROAD
NATHANYA, PALESTINE

P. O. BOX 18 - PHONE 23

Nathanya, 10.11.41
11/1-1979

Director of Land Settlement

Jerusalem

Sir,

We are in receipt of your letter of the 6th inst.
No. GP/5/8(11) referring to the lease in respect of
land in Khirbet-ez-Zababida village for which we
thank you.

Faithfully yours,

NATHANYA SEA-SHORE DEVELOPMENT
CO. LTD.

EB/PK

המסד הראשי:

רחוב סיר הרברט סמואל
נתניה, ארץ ישראל

ת.ד. 18 נתניה, 10.11.41

QUARTERS-JERUSALEM

11 NOV 1941

GP/5/8(11)

Regd.

MINISTRY OF PALESTINE

56

GP/5/8(11).

5th November, 1941.

Gentlemen,

I have the honour to refer to the lease dated 13th July, 1939, between Government and yourselves in respect of land in Shirbet ez Zababida village, and to invite your attention to Clause 2(3) whereby you were required to submit within 12 months a scheme for the development of the demised land, which scheme should embody all the requirements of a town planning scheme prepared or adopted by a local commission under Section 14 of the Town Planning Ordinance, 1936, and should be subject to the approval of the Lessor.

I am directed to point out that you have failed to comply with this obligation and to inform you that in view of the abnormal prevailing conditions and the fact that the preparation of the scheme is understood to be in hand, the period for submitting the scheme will be extended until 15th July, 1942.

I am, Gentlemen,
your obedient servant,


DIRECTOR OF LAND SETTLEMENT.

for
Messrs.,
Nathanya Seashore Development
Company Ltd.,
Nathanya.

54
DEPARTMENT OF LAND SETTLEMENT
GOVERNMENT OF PALESTINE.

IN REPLYING TO THIS
LETTER PLEASE QUOTE
THE DATE AND REFER-
ENCE NUMBER.

5 NOV. 1941

CHIEF SECRETARY'S OFFICE
JERUSALEM.

L/1/38 GP/5/8/11 Regd. 4 November, 1941.

GOVERNMENT OF PALESTINE

Director of Land Settlement. 53

re 53

I am directed to refer to your letter No. GP/5/8(11) of the 28th October, 1941, regarding the lease of State Domain GP/5/8(11) Khirbet ez Zababida to the Natanya Sea Shore Development Company, and to inform you that in the circumstances explained by you approval is given for the extension of the period until the 13th July, 1942.

L. Brown
CHIEF SECRETARY.



28th October, 1941.

Chief Secretary.

Subject:- Lesse of State Domain
GP/5/8(11), Khirbet ez
Zababida, to the Matanya
Sea Shore Development Co.

Reference: Your L/4/38 dated 13th
July, 1939, and minute
No. 52 on your file
M/107/37.

Clause 2(3) of the lease dated 13th July, 1939, required the Lessee to submit within twelve months a scheme for the development of the demised land, which scheme should embody all the requirements of a town planning scheme prepared or adopted by a local commission under Section 14 of the Town Planning Ordinance, 1936, and should be subject to the approval of the Lessor. No scheme has been submitted to me or to the District Town Planning Commission but the Chairman of the Commission now informs me that he understands that a scheme is in course of preparation and that the Town Planning Adviser has been consulted.

I propose to point out to the Lessees that they have failed to comply with the obligation in the lease but to inform them that, in view of the abnormal prevailing conditions and the fact that the matter is in hand, the period will be extended until 13th July, 1942. I shall be grateful for your approval of this proposal.

JLB
DIRECTOR OF LAND SETTLEMENT.

No. 144

26 OCT 1941

DISTRICT COMMISSIONER'S OFFICES
SAMARIA DISTRICT, NABLUS

25 October, 1941

Director of Land Settlement,
Jerusalem

Subject:- Lease of State Domain in
Khirbet ez Zababida village
to Nathanya Seashore Develop-
ment Company.

Reference: Your GP/5/8(11) of 6-10-41.

No scheme for the area in question has been submitted to this Commission. I understand however that one is in course of preparation and that the Town Planning Adviser has been consulted. When it is actually received I will inform you.

severant
2 CHAIRMAN
DISTRICT HOUSING COMMITTEE
SAMARIA DISTRICT

Copy to:- Town Planning Adviser, Jerusalem
with copy of letter under reference.

RECEIVED BY THE ATTORNEY GENERAL
JANUARY 1, 1944

RECEIVED BY THE ATTORNEY GENERAL

RECEIVED BY THE ATTORNEY GENERAL

RECEIVED BY THE ATTORNEY GENERAL
JANUARY 1, 1944

RECEIVED BY THE ATTORNEY GENERAL
JANUARY 1, 1944

RECEIVED BY THE ATTORNEY GENERAL
JANUARY 1, 1944

RECEIVED BY THE ATTORNEY GENERAL
JANUARY 1, 1944

57
GP/5/8(11).

6th October, 1941.

Chairman,
District Town Planning Commission,
Samaria District,
Nablus.

Ref: 52
Subject:- Lease of State Domain in
Khirbet ez Zababida vil-
lage to Nathanya Seashore
Development Company.

By agreement dated 13th July, 1939,
an area of 785 dunums, comprising Block
7707, Parcels 1 and 4 and Block 7705
Parcels 1 and 2 was leased to the Nathanya
Seashore Development Company. The Company
undertook within 12 months of the date of
the lease to submit a scheme for the
development of the area embodying all
the requirements of a Town Planning
Scheme. No scheme has been submitted
to me and as far as I know no scheme
has been provisionally approved by your
Commission. I shall be grateful, however,
if you will let me know whether any
scheme has been submitted to the
appropriate Town Planning authorities.

(Sgd) MAURICE C. BENNETT

DIRECTOR OF LAND SETTLEMENT.

You are hereby required in accordance with Section 15(2) to pay forthwith to the District Officer

Sub-District, the sum of Two Pounds as deposit on account of costs, and you are hereby notified under Section 15(2) (a) that on failure to pay such amount prior to the abovementioned date of hearing, your appeal will not be heard.

לذلك يقتضي عليكم بمقتضى الفقرة (2) من المادة 15 ان تدفعوا فوراً الى قائم مقام قضاء
مبلغ جيتين كتمانين على الرسوم والمصاريف واعليكم وفقاً للفقرة (2) (أ) من المادة 15 انكم اذا تخلفتم عن دفع هذا المبلغ قبل تاريخ
النظر في الاستئناف المين اعلام فلا ينظر في استئنافكم

הנך נדרש כזה בהתאם לסעיף 15(2) לשלם מיד לפקיד המחוז נפה
בפקדון על השבוע החוצאות והדמי כוסר לך כזה מודעה קצת סעיף 15(2) (א) שאם לא השלם סכום זה לפני ההאזין
דלעיל לא ידונו בערעורך.

You are hereby warned, in accordance with Section 15(2) (b) that on your failure to attend as directed, a decision on the appeal may, in your absence, be made as may be deemed right.

ואחזרכم وفقاً للفقرة (2) (ب) من المادة 15 انكم اذا تخلفتم عن الحضور في الزمان والى المكان المذكورين يصدر القرار الذي
يرى ان من الصواب اصداره رغم غيابكم

מתרים כך כזה בהתאם לסעיף 15 (2) (ב) שאם לא חזת נוכח החקבל החלטות שלא בפניך ככל אשר
ימצא לנכון.

Date: _____
יום

Signature: _____
التوقيع
الحيمة

CHAIRMAN OF APPEAL COMMITTEE

رئيس لجنة الاستئناف
يوافق وتقرر التعديلات.

Copy to: Official Valuer.

نسخة الى: الخائن الرسمي
مقرها لاسواق القدس.

SD/22(3)

5th October, 1941.

District Officer,
Natalya.

Subject:- Collection of Interest on State
Domain - Tulkarm S/D.

Reference: Your return for the month of
September, 1941.

It is observed from your above quoted return
that no interest has been collected on the payments
made in arrear in respect of GP/5/15(32) and GP/5/8(11).

The interest is due is worked out as follows:

<u>GP/5/8(11)</u>	<u>Interest</u> LP.Mils.
(a) Interest @ 6% on LP.19.628 mils from 1.1.41 to 15.9.41 (258 days)	0.831
(b) Interest @ 6% on LP.19.628 from 1.7.41 to 15.9.41 (77 days)	<u>0.247</u> 1.078
<u>GP/5/15(32).</u>	
(a) Interest @ 6% on LP.106.500 mils from 1.11.40 to 15.9.41 (319 days)	5.600
(b) Interest @ 6% on LP.106.500 mils from 1.5.41 to 15.9.41 (138 days)	<u>2.417</u> 8.030

I shall be grateful if you will arrange to collect
these amounts as soon as possible and inform me when they
are paid.

Copy to: GP/5/15(32)
GP/5/8(11).

A.

MAURICE C. BENNETT
DIRECTOR OF LAND SETTLEMENT.

RURAL PROPERTY TAX ORDINANCE, 1985.

1985. 11/11

Notice of hearing of appeal under Section 15(1).

اعلاني بشأن النظر في الاستئناف وفقاً للقاعدة (١) من اللوائح الخاصة بمسألة

مطالبة داترا شاسترا لماروا "د" (115).

To

Mr.

11/11

(Address)

(البريد)
(منازل)

Please note that your appeal, dated _____, against the decision

of the Official Valuer in respect of the _____ Valuation List _____ in the _____

village of _____ will be heard by the Appeal Committee at _____

(place), on _____ at _____ a.m./p.m.

قد قرر اعني الرسمي بالتالي ان يسمع الاستئناف في

في قرية _____ في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

في قرية _____ (القرية) في قرية _____

DEPT. GOVERNMENT OF PALESTINE

JERUSALEM

22 SEP 1941

File 31/5/8/11 Regd.

GOVERNMENT OF PALESTINE

Director of Land Settlement,
J e r u s a l e m.DISTRICT OFFICES
NATANYA?19th. Sept. 1941.
mab

IN REPLY PLEASE QUOTE

No. 270

Subject:- State Domains (Kfar Gur Sand Dunes
and Kh. Ez-Zababda).

The entire amounts due on State domains
Nos. GP/5/8/11 & GP/5/15/32 have been paid to day into
this office under Receipt Voucher No. 97 dated 17.9.41.

IY/ES.


DISTRICT OFFICER.

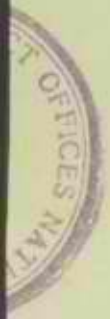
Copy to : District Commissioner,
Samarita.

" " :- File No. 310.

Copy placed in 31/5/15/32



Handwritten text on a piece of paper pasted onto the document:
Quake
[illegible]



14th February 1941.

Chief Secretary.

Subject:- Lease of Kafr Sur Sand Dunes,
to Natanya Seashore Develop-
ment Company.

Reference: Minute No. 52 on your file
M/107/37.

The half-yearly instalment of rent of LP.106.500 mils due from the Natanya Seashore Development Company on 1st November 1940 is still unpaid notwithstanding repeated demands; and the District Officer, Natanya, has enquired whether he should take action under Section 4 of the lease agreement which provides for forfeiture of the lease and re-entry by the Lessor in the event of the Lessee's failure to pay rent.

2. As the Lessee's application for consent to mortgage is under consideration by you, I have instructed the District Officer that he should continue to press for payment but should take no action under Section 4 until he hears further from me.

3. In my opinion the payment of arrears of rent should be made a condition precedent to any permission which may be given to mortgage.

4. In the same connection it may be mentioned that the rent of LP.19.628 mils which was due from Natanya Seashore Development Company on 1st January 1941 in respect of State Domain GP/5/8(11), Khirbet ez Zababida, is also unpaid. Your file L/4/38 refers.

(Sgd) MAURICE C. BENNETT

DIRECTOR OF LAND SETTLEMENT.

Copy to GP/5/8(11).

P. *h. Bancroft*

at Naty on 17.9.41
h. Ben Ammi states
that his rent had been
paid up to date.

Has the other payments of
his Government been sufficient
? Admin. in presence of development co?
29.41 *Ans B*

*Reminder pt**7/4/41**LHB*

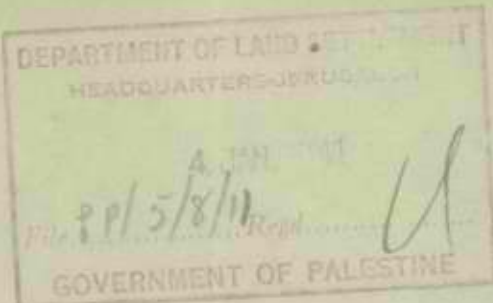
Reminder sent
on 17.11.41
CA
7/4/41

Appendix III
(A.L. 53)

[illegible]

26988. 5000. B. M. P.

[illegible]



DISTRICT OFFICES
NATANYA.

2nd January, 1941

310

Gentlemen,

I have the honour to refer to my letter No. 310 of 23.12.40 wherein you have been requested to pay on 1.1.41 the sum of LP.19.628 as half-yearly rent in respect of State Domain No. 8 P/5/8/11 and to urge you to do so immediately on receipt of this letter.

I am, Gentlemen,

Your obedient servant.

Sh. Sh. Sh.
District Officer.

JG/CR.

Messrs Nat. Sea-Shore Develop. Ltd.,
Natanyas.

Copy to :- Director of Land Settlement, J'lem. L

Civ
4/1/41



ON HIS MAJESTY'S SERVICE

Gen. Sec.



No.GP/5/8(11)

DEPARTMENT OF LAND SETTLEMENT
HEADQUARTERS JERUSALEM

31 AUG. 1940

File 89/5/8(11) Regd. K

GOVERNMENT OF PALESTINE

Registered

86
DISTRICT OFFICES,
TULKARM.

28th August, 1940.

District Officer,
Nathanya.

Subject :- State Domain Kh.Zababida Lease to Nathanya
Sea -Shore Development Co.Ltd.
Reference:- Your 310 of 18.8.40. 43

I enclose herewith the copy of the agreement sent to me
by the Director of Land Settlement with his letter GP/5/8(11) of
29.8.39.

(Sd) D. HEADLY
ASSISTANT DISTRICT COMMISSIONER,
TULKARM.

Copy to: Director of Land Settlement, Jerusalem
{Ref.his GP/5/8(11) of 7.7.40.}

URBAN PROPERTY TAX ORDINANCES, 1928/29.

قانون ضريبة الاملاك في المدن لسنة ١٩٢٨-٢٩ فקודות מס הרכוש העירוני 1928-1929

Tax Demand Note.

طلب دفع الضريبة انظر درישת לתשלום מס

Urban Area of _____

№ 212542

الرقعة
המספר

منطقة مدينة
אזור עיריית

Tax Payer's Register Folio No.

نمرة الصفحة في سجل دافعي الضرائب
מספר העמוד ש"ל פנקס משלם המסים

To _____
אף
حضرة

Notice is hereby given that the tax payable on your urban property is as shown hereunder.
The amount should be paid without delay to the Revenue Office or to the duly appointed tax collector.

ليكن معلوماً لديك بان الضريبة الميئة ادناه مستحقة على ملكك فيجب دفع هذا المبلغ بلا تأخير الى دائرة
المالية او محصل الضرائب المعين قانوناً

נסמרת כזה מודעה שחכם המניע מהרכוש העירוני שלך הוא כמפורט לקמן.
עליך לשלם את חכם המניע מיד ומכללי אחרי למשרד ההכנסות או לדוכת המסים שנחשבה כהלכה.

30743-1960 Hk.-S.S. 32-S.O.F.

Block No. نمرة القطعة מספר הגוש	Parcel No. نمرة القسيمة מס' החלק	LOCATION OF PROPERTY موقع الملك חיכן נמצא הרכוש	Net Annual Value L.P. قيمة الاجار السنوي الصافي ج.ف. השוו השנתי הנקי (נמו) ש"ס (א"י)	Rate %/ الفا בשעור a/o	Amount due המبلغ المستحق המסכם המניע	
					L.P. ג.פ. ש"ס (א"י)	Mils. מל מיל
0	17-	ד				

DEPARTMENT OF LAND SETTLEMENT
GOVERNMENT OF PALESTINE

27 AUG. 1940

Regd.

DISTRICT OFFICES
NATANYA.

IN REPLY PLEASE QUOTE

310

GOVERNMENT OF PALESTINE

25th August, 1940

Director of Land Settlement,
Jerusalem.

Subject :- State Domain - Khirbet ez Zababida,
Lease to Natanya Sea-Shore Develop.
Co. Ltd.

Reference :- Your GP/5/8(11) of 23.8.40. 44

The rent and interest in question were collected under receipt No. 427313 on 16.8.40 and will be included in the monthly return for the month of August, 1940.

SR.

[Signature]
DISTRICT OFFICER.

GOVERNMENT OF INDIA



Chal



GP/5/8(11)

23rd August, 1940

District Officer,
Nathanya.

REPLY

Subject: State Domain - Khirbat ez
Zababida, Lease to Nathanya
Seashore Development Co.Ltd.

Reference: Your letter No. 310 of 18th
August, 1940 to District
Officer, Tulkarm, Copy to
me.

It is observed from your July, 1940
return of Collection of rent that no collection
has been made in respect of the above State
Domain and I shall be obliged if you will let
me know what action has been taken by you to-
wards the collection of the rent and interest
referred to in paras. 2 and 3 of my letter No.
GP/5/8(11) of 7th July, 1940.



S. 

DIRECTOR OF LAND SETTLEMENT.

Schedule of Reputed Owners of Sites & Buildings under Section 27 A of the Income Tax Act, 1922.

District		of	Sub-District	.	Village
----------	--	----	--------------	---	---------

[illegible]

310

DEPARTMENT OF LAND SETTLEMENT
HEADQUARTERS-JERUSALEM

20 AUG 1940

GP/5/8 (11) Regd. *an*
GOVERNMENT OF PALESTINE

12th August, 1940

District Officer,
Tulkarm.

Subject :- State Domain - Khirbet ez Zababida -
Lease to Natanya Sea-Shore Develop-
ment Co. Ltd.

I am informed by the Director of Land Settlement that a copy of above-mentioned lease was by error transmitted to you and would be grateful if same is forwarded to me for retention.

SR.

H. Munt
DISTRICT OFFICER

Copy to :- Director of Land Settlement, J'lem
ref. his GP/5/8 (11) of 7.7.40. *82*

מ"מ מושל מחוז
השר מרדכי



42
GP/5/8(11)

7th July, 1940.

District Officer,
Natanya.

Ref: 43, 44
Subject:- State Domain - Khirbat ez Zabab da,
Lease to Natanya Seashore Development
Co. Ltd.

Reference: My letter SD/5/5 dated 14.7.39 to
Registrar of Lands, Natanya, copy
to you.

The lease referred to in my above quoted letter
was concluded on 14.7.39 and a copy forwarded by
error to District Officer Tulkarm who will be
requested to transmit to you the said copy of agree-
ment as soon as possible to enable you to follow
the collection of rent.

2. Meanwhile, I shall be obliged if you will ask
the Natanya Seashore Development Company Ltd. to
effect payment of the sum of LP.39.256 mils represent-
ing two instalments of LP.19.628 mils each, which
became due on 1.1.40 and 1.7.40 in accordance with
clause 1 of the agreement, and inform me when this
amount is paid.

3. Interest at 6% per annum should also be
collected up to one day prior to the date of pay-
ment.

h. v. B.
DIRECTOR OF LAND SETTLEMENT.

Station _____

Date _____

Sub-Accountant

Note:— A copy of this return must be sent to the Auditor and to the Director of Lands,

41
GP/5/8(11)

7th July, 1940.

District Officer,
Tulkarm.

Ref: 46

Subject:- State Domain, Khirbat ez Zababida.
Lease to Natanya Seashore Develop-
ment Co. Ltd.

I shall be obliged if you will transmit to the District Officer Natanya, as early as possible the copy of the agreement sent to you with my letter GP/5/8/11 dated 29th August, 1939, to enable him to collect the rent due in accordance with the terms of the agreement.

h a B

DIRECTOR OF LAND SETTLEMENT.

CP

A.

STATE DOMAIN RENTS

Collected during the month of _____ 19____

District _____

Town or Village _____

Sub-District _____

[illegible]

40
GP/5/8(11) ✓

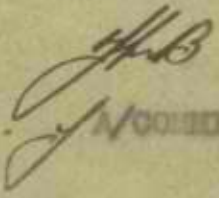
29th August, 1939.

District Officer,
Tulkarn.

Subject:- State Domain, Khirbat an
Zababida, Lease to Nathanya
Sea-Shore Development Co.Ltd.

The Government Properties known as
GP/5/8(11,13,18,19) were leased to the Nath-
anya Sea Shore Development Co. as per Agree-
ment of lease attached.

I shall be obliged if you will cancel file Nos.
GP/5/8(13,18,19) and the entries recorded in
State Domains Record Books relating to ~~the~~ these
properties and substitute the entry in accor-
dance with the attached History Sheet.


J. A. COMMISSIONER FOR LANDS
AND SURVEYS.

Copy To:- Registrar of Lands
Tulkarn.

" " File Nos. GP/5/8(13,18,19)

47/110

STATE DOMAIN No. GP/5/8(11)

ANNUAL RECORD

GPP. 5010-8000-90.5.38

Town or Village:- Khirbat Az Zababida Tulkarm Sub-District.

Situation:-

Land Registry Deed 528/38 Vol. Folio Date 23.5.1938.

Block No.:- 7707 Block Name:- Tall al 'Ashir.

Parcel No.:- 1 Name of Property:- *GP/5/2 (13) (12) and (19) are Amalgamated with GP/5/2 (12)*

Category of Property:- Miri.

Area 465 Dunums 725 Sq. Metres

Share In whole.

Description:- Sand Dunes.

Other Rights Affecting Property:- Block 7705/1:- Encumbered with a right of way along part of its southern boundary in favour of parcel NO. 7705/11.

Enjoys a right of way over parcel NO. 7705/2 along its Southern boundary and over parcel NO. 7705/10 along part of its Eastern bound.

Encumbered with a right of way along its Southern boundary in favour of parcel Nos 7705/1 and 11.

Enjoys a right of way over parcel NO. 7705/10 along part of its eastern boundary.

7705/2

L. R. Remarks:- Deed	Date.	Share.	A R E A.		Category.	Name of Block.	No. of Block	Parcel NO.
528/38	23.5.38	In whole	465	725	Miri.	Tall al 'Ashir.	7707	1
530/38	23.5.38	In whole	22	141	Miri.	-do-	7707	4
776/38	5.8.38	In whole	220	647	Miri.	Birag en nimra & el Fawaliq	7705	1
776/38	5.8.38	In whole	76	606	Miri.	-do-	7705	2
			785	119				

See second Page for the term of Leases.

Enter in book NO. ~~102~~ 161Folio NO. ~~28~~ 9

Term		How Occupied	Estimated Capital Value	Rent Book		Annual Rental	
From	To		L.P.	Vol.	Fol.	L.P.	Mils
1.7.1939	30.6.2038	Nathanya Sea Shore Dev. Co. Ltd.		1	13		(Sea Below.)
Rent Payable as Follows:-							
First 20 years at LP. 39,256 P.A.							
Second 20. " " 157.023 "							
Third 20 " " 314.047 "							
Fourth 20 " " 471.071 "							
Remaining Years " 628.095 "							

NOTE:- Assigned to Keren Karamel
Reisrael Ltd., on 22.1.43

GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE

No. 8/Pet. 530/39-1455

LAND REGISTRY OFFICE
NATHANYA.

27th August, 1939.

A/Commissioner for Lands and Surveys,
J e r u s a l e m.

Subject :- State Domain, Khirbat az
Zababida, Lease to Nathanya
Sea Shore Development Co. Ltd.

Reference:- Your SD/5(5) of 22.8.39
our file No. 530/39. 38

The date of signature "13th July 1939" which
was omitted on the copies of agreement of Lease
between the Palestine Government and the Nathanya
Sea Shore Development Co, Ltd. has been inserted
today.

Done ✓
The third copy in your office may now be
inserted with the same date please.

Col
REGISTRAR OF LANDS

ci. 28/8/39
AC/SR.

22nd August 1939.

A/Registrar of Lands,
Tulkarm & Nathanya,
Nathanya.

Ref. 39

Subject:- State Domain, Khirbat az
Zababida, Lease to Nathanya
Sea-Shore Development Co.Ltd.

Reference: Your letter No. S/Pet. 530/39-
1167 dated 20th July 1939.

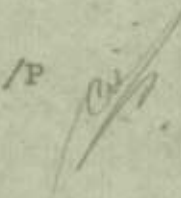
The date of signature of the agreement
was omitted from the three copies sent to you
with my letter SD/5(5) of 14th July 1939.

2. The date when the agreement was signed
by the High Commissioner was the 13th July 1939.

3. I shall be obliged if you will ask the
Lessees to call at your office with their copy
of the agreement and if you will insert the date
mentioned in paragraph 2 hereof on both the original
and counterpart copies, in their presence, when I
shall insert the same date on the copy held in
this office.

Please inform me when you have done so.


A/COMMISSIONER FOR LANDS
AND SURVEYS.

/P 

GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE

No. S/Pet. 530/39-1167

LAND REGISTRY OFFICE
NATHANYA.



20th July, 1939.

A/Commissioner for Lands and Surveys,
Jerusalem.

Subject:- State Domain - Khirbat
az Zababida, Lease to
Nathanya Sea Shore De-
velopment Co. Ltd.

Reference:- Your SD/5/(5)
of 14.7.1939.

26

The agreement in question has been
registered under deed No. 577/39.

As requested I am enclosing herewith
the duplicate copy duly filled in and counter-
signed by me, for retention.

Kindly acknowledge receipt.

m. Jureg
A/REGISTRAR OF LANDS
Tulkarm at Nathanya

Mr. Hamamel.

NT/SR.

Please acknowledge

*Acknowledged
16/8/39*

*H.B.
25/7*

14th July 1939.

Registrar of Lands,
Nathanya.

See also 42
REPLIED 37

Subject:- State Domain - Khirbat as
Zababida, Lease to Nathanya
Sea-Shore Development Co.
Ltd.

Reference: Your S/Pet. 530/39-10219.

I return your file herewith together
with the original agreement, counterpart and
copy duly signed by His Excellency.

After you have completed the certificates
at the end of the agreements I shall be obliged
if you will forward the counterpart copy to the
Nathanya Seashore Development Company Ltd. and
return the duplicate copy to me for retention.

JHB
A/COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to District Officer, Nathanya.

JHB/P

Government of Palestine.

In replying to this letter please quote the date and reference number.

Chief Secretary's Office,

Jerusalem.

13th July, 1939.

L/4/38.

BY HAND

To Acting Commissioner for Lands and Surveys.

COMMISSIONER FOR LANDS & SURVEYS
HEADQUARTERS - JERUSALEM
13 JULY 1939
File SD/5(5) Regd.
GOVERNMENT OF PALESTINE

Reference to previous correspondence: Your letter No. SD5(5) of the 7th July, 1939.

The undermentioned documents are forwarded herewith for ~~information~~ ~~observations~~ disposal.

W.
CHIEF SECRETARY

Subject Lease of lands north and south of the Wadi Falig to the Natanya Sea Shore Development Company.

GPP. 8123-10000-16-5-39

Date	Reference No.	Description
		Agreement of Lease in triplicate.

7th July, 1939.

Chief Secretary.

RECEIVED

35

Subject:- Lease of lands north and south
of the Wadi Faliq to the Matanya
Sea Shore Development Company.

Reference: Your letter No. L/4/38 of the
31st of May, 1939.

26

I forward for signature by His
Excellency the High Commissioner three
copies of the agreement of lease approved
in your letter under reference, which have
been duly executed by the Lessee. The terms
are in every respect similar to those of
the agreement concluded between Government
and the Company in respect of the Kafr
Bur Sand Dunes. I shall be grateful if the
three copies of the agreement may be
returned to me for registration and disposal
after signature.

JHB

J/COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to GP/5/8(18) & (19)

JMB/RA

GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE

No. S/Pet. 530/39-1045

LAND REGISTRY OFFICE
NATHANYA.COMMISSIONER FOR LANDS & SURVEYS
HEADQUARTERS - JERUSALEM

5th July, 1939.

7. JULY 1939

The SD/5(5) Regd. *[Signature]*
GOVERNMENT OF PALESTINECommissioner for Lands and Surveys,
Jerusalem.

Subject :- State Domain - Khirbet
az Zababida - Lease to
Nathanya Sea Shore De-
velopments Co. Ltd.

Reference:- Your letter No. SD/5(5) 32
dated 30th July, 1939.

I acknowledge receipt of the agreements forwarded to me under cover of your above quoted letter and beg to inform you that a file has been opened for them under No. 530/39.

The agreements in question have been signed this day by Messrs. Oved Ben-Ami and Gad Machnes in their capacity as representatives of the Nathanya Sea-Shore Development Co. Ltd. Their signatures have been identified by Messrs. David Hegmoni and Yits-haq Bukchester.

Mr. Hamanuk
Pl. note
8.7.39

The sum of LP. 19.628 mils mentioned in the ultimate para of your above quoted letter, was collected by the District Officer, Nathanya vide Rt. Voucher No. 226597 of 5.7.39.

Lease fee at the rate of 5% on the highest amount of LP. 628.095 mils, have been collected vide Rt. No. 498063 of 5.7.39.

Noted in Records
10/7/39
[Signature]

The agreements were delivered to Mr. Ben Ammi to have them stamped in Jerusalem, after which he will hand them over to you for having them signed by H. E. the High Commissioner.

The file is forwarded herewith.

W. T. T. T.
A/REGISTRAR OF LANDS
Tulkarm at Nathanya

NT/SR.

30th June 1939.

Registrar of Lands,
Nathanya.

REPLIED 33

Subject:- State Domain - Khirbet
ez Zabshida - Lease to
Nathanya Seashore Develop-
ment Co. Ltd.

I forward herewith three copies of
an agreement between Government and the Nathanya
Sea-Shore Development Company Ltd. and shall be
obliged if you will arrange for its execution
before you by the Company and for stamping at
the expense of the Company as you did in the
case of the lease of the Ghabet Kafr Sur sand
dunes (your letter No. TLR/S/Pet. 864/38 of 3rd
November 1938, refers). 9-88/5/15(32)

2. The three copies of the agreement, when
executed and stamped, should be returned to this
office for submission to the High Commissioner
for signature.

3. The District Officer should take steps
to collect the first instalment of rent amounting
to LP.19.628 mls, which is due on the execution
of the agreement.

JMB
A/COMMISSIONER FOR LANDS
AND SURVEYS. *h2*

Copy to District Officer,
Nathanya.

JMB/P

30th June 1939.

Gentlemen, 27

I have the honour to refer to my letter dated 2nd June 1939 in which I informed you that His Excellency the High Commissioner had authorised the lease to you of certain parcels of Government land in Shirbet es Zababida and I now enclose a copy of the proposed agreement of lease for your retention. 52

Pair copies of the agreement have been forwarded to the Registrar of Lands, Nathanya, who has been asked to arrange for its execution by your Company and stamping at your expense. The District Officer, Nathanya, has been asked to collect the first instalment of rent amounting to LP.19.628 mls. which is payable upon the execution of the agreement.

I shall be obliged therefore if you will now communicate with the Registrar of Lands and the District Officer.

I am, Gentlemen,
your obedient servant.

JHB
COMMISSIONER FOR LANDS
AND SURVEYS. 61

Messrs. The
Nathanya Seashore Development Co., Ltd.,
Nathanya.

Copy to District Officer, Nathanya.

Registrar of Lands, Nathanya.

THIS AGREEMENT made this 13th day
of July One thousand nine hundred and
thirty nine between His Excellency Sir Harold
Alfred MacMichael, K.C.M.G., D.S.O., High
Commissioner for Palestine for and on behalf
of the Government of Palestine (hereinafter
called the Lessor) of the first part and the
Hathanya Sea-Shore Development Company Limited
a company duly registered in Palestine with
its registered office at Hathanya (hereinafter
called the Lessee) of the second part.

WHEREAS the Lessor is seized of
certain land in Khirbet ez Zebabida village
in the Sub-District of Tulkarm in the Haifa-
Samaria District of Palestine.

AND WHEREAS the Lessee desires to
develop the land as a seaside resort and by
urban development and/or other development
as may from time to time be approved by the
Lessor in writing.

THIS AGREEMENT WITNESSETH

1. In consideration of the rents and
covenants on the part of the Lessee hereinafter
reserved and contained the Lessor doth demise
unto the Lessee all that Miri land described
hereunder:

Block Parcel No.	No.	Area (more or less)		Registration.	
		Dunums.	Sq. Metres.	Deed No.	Date
7707	1	465.725		528	23.5.38
7707	4	22.141		530	23.5.38
7705	1	220.647		776	5.8.38
7705	2	76.606		776	5.8.38

having a total area of 785 dunums 119 square metres be the same more or less and situated in Khirbet es Zababida in the Sub-District of Tulkarm and registered in the name of the High Commissioner in trust for the Government of Palestine in the Land Registry of Tulkarm under the Deed Numbers shown above and more particularly described in the plan annexed hereto and thereon delineated in pink (hereinafter called the said land) TO HOLD the same unto the Lessee for the term of ninety nine years from the first day of July One thousand nine hundred and thirty nine to the thirtieth day of June two thousand and thirty eight PAYING THEREFOR a yearly rent during the said term as follows:

For the first twenty years from 1st July 1939 to 30th June 1959, the sum of thirty nine Palestine Pounds and two hundred and fifty six mile (LP.39.256 mile) per annum.

For the second twenty years from 1st July 1959 to 30th June 1979 the sum of one hundred and fifty seven Palestine Pounds and twenty three mile (LP.157.023 mile) per annum.

For the third twenty years from 1st July 1979 to 30th June 1999 the sum of three hundred and fourteen Palestine Pounds and

forty seven mila (LP.314.047 mila) per annum.

For the fourth twenty years from 1st July 1999 to 30th June 2019 the sum of four hundred and seventy-one Palestine Pounds and seventy-one mila (LP.471.071) per annum; and

For the remaining years from 1st July 2019 to 30th June 2038 the sum of six hundred and twenty-eight Palestine Pounds and ninety-five mila (LP.628.095 mila) per annum,

to be paid in equal half yearly instalments on the first day of January and the first day of July in every year the first half yearly payment of nineteen Palestine Pounds and six hundred and twenty eight mila (LP.19.628 mila) to be made on the execution hereof.

AND IT IS HEREBY AGREED between the parties that if the Lessee does not develop the said land in accordance with his undertaking under clause 2(3) the Lessor shall serve notice upon the Lessee and if the Lessee during the period of three months of the notice has failed either to comply with the terms thereof or to submit the matter to arbitration it shall be lawful for the Lessor to terminate the Agreement in respect of such parts of land which the Lessee has failed to develop and to resume possession of the same as though this Agreement had never been

made.

2. AND THE LESSEE hereby for himself his successors and assigns covenants with the Lessor

(1) THAT THE said Lessee will during the continuance of the said term hereby created pay the said annual rent hereinbefore reserved and made payable at the time and in the manner at and in which the same is hereinbefore reserved and made payable without any deduction.

(2) AND ALSO that he the said Lessee will not without the consent in writing of the Lessor or his agent first obtained assign mortgage or otherwise dispose of or charge his interest in the said land or any part thereof which consent shall not be unreasonably withheld PROVIDED that the Lessee shall be entitled to sublet plots of the said land in accordance with the scheme of development approved by the Lessor and shall immediately upon execution submit to the Lessor for his approval all such sub-leases as shall be granted by the Lessee and such sub-leases shall not become operative until thirty days after receipt by the Lessor who shall be entitled to withhold his consent but not unreasonably to any such sublease.

(3) AND ALSO that he the said Lessee will within twelve months from the date of execution hereof submit a scheme for the development of the said land hereby demised which scheme shall embody all the requirements of a town planning scheme prepared or adopted by a local commission under section 14 of the Town Planning Ordinance 1936

and shall be subject to the approval of the Lessor and the Lessor shall notify his approval or disapproval of or objection to the scheme within sixty days after it is submitted to him and the Lessee shall if required submit an amended scheme within ninety days which shall be subject to the like approval or disapproval. If the Lessor shall not approve such amended scheme within the time aforesaid a dispute shall be deemed to have arisen which shall be determined by arbitration in a manner provided in Clause 8 hereof.

The Lessee hereby undertakes on the final approval of the scheme by Lessor to execute all works in accordance with the approved general scheme as hereinbefore set out within twenty years from the date of the approval of the general scheme by the Lessor.

(4) AND ALSO that he the said Lessee will at all times keep and maintain in a good state of repair all roads and open spaces constructed and buildings erected on the said land and that all building operations and all acts performed during the term hereby created shall be in accordance with all laws regulations or orders for the time being in force relating to buildings.

(5) AND ALSO that he the said Lessee will permit the Lessor or any persons authorised by him at all times to enter on the said land hereby demised to inspect the same without hindrance by the Lessee.

(6) AND ALSO that he the said Lessee will at the determination of the said term hereby

created quietly yield up unto the Lessor in a good condition without compensation the said land together with all trees standing thereon and all trees at any time planted thereon and all fixtures which at any time during the said term and at the expiration thereof shall be upon the said land.

(7) AND ALSO that he the said Lessee will pay interest on all sums payable under this agreement which shall be in arrear at the rate of six per centum per annum from the date when payment is due.

(8) AND ALSO that he the said Lessee will pay all taxes rates assessments and outgoings whatsoever now and at any time thereafter during the said term payable in respect of the said land or any building thereon and it is hereby declared that the Lessor shall not be liable to pay any tax rate assessment or other payment whatsoever either in respect of the said land or any building thereon.

(9) AND ALSO THAT HE THE SAID Lessee shall during the term use and plant the said land hereby demised with due care and diligence in accordance with the provisions of the scheme approved by the Lessor and to the satisfaction of the Lessor and will maintain and care for all trees planted on the said land in accordance with the rules of good husbandry.

(10) AND ALSO that he the said Lessee will maintain the said land in a proper state of cleanliness and will ensure the maintenance of

the said land in a sanitary condition to the satisfaction of the Director of Medical Services and will maintain a scavenging service composed of such number of persons as in the opinion of the Director of Medical Services is necessary and shall provide and maintain in an efficient and clean condition such equipment and vehicles as in the opinion of the Director of Medical Services are necessary for the collection and transport of refuse and shall provide in a site approved by the Lessor a refuse plant for the destruction of domestic and other refuse by incineration and shall maintain and operate such plant at all times to the satisfaction of the Director of Medical Services.

(11) AND ALSO that all sanitary installations water and drainage systems shall be approved by the Director of Medical Services and he the said Lessee shall maintain and keep in good repair to the satisfaction of the Director of Medical Services all such sanitary installations water and drainage systems.

3. If at any time during the currency of the term hereby created any claim is established by any third party to the ownership of the demised area or any part thereof under Section 65 of the Land (Settlement of Title) Ordinance this agreement shall be null and void in so far as it concerns that part of the demised area and the Lessee or any person deriving any right or interest from or under the said Lessee in the demised area shall have no claim for compensation damages or otherwise as against the Lessor.

./.

4. If at any time during the currency of the term hereby created the Lessee shall fail to pay the rent in the manner aforesaid and such rent shall remain unpaid for the period of sixty days or the Lessee shall fail to observe and perform any of the provisions of this Agreement the term hereby created shall be forfeited and the Lessor may forthwith re-enter upon the said land and thereafter possess the said land as though this agreement had never been made provided that

(a) Re-entry by the Lessor shall not affect the liability of the Lessee in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) The Lessor shall not re-enter upon the said land for a breach of this agreement other than non-payment of rent unless notice of the breach has been served upon the Lessee in writing and the Lessee has during the period of thirty days from the date of notice failed to remedy such breach.

5. AND the Lessor hereby covenants with the Lessee that the Lessee paying the said yearly rent hereinbefore reserved and performing all the covenants and agreements on the part of the Lessee herein contained may quietly hold the said land during the continuance of the said term without any interruption by the Lessor or any persons claiming under him.

6. Nothing in this agreement shall confer on the Lessee the right to antiquities or to minerals found in or below the surface of the said land hereby demised or to work any mines therein and such mines minerals and antiquities shall in all cases be and remain the exclusive property of the Lessor and any person duly authorised by him shall at all times have the right of access to the said land for the purpose of inspecting taking winning or prospecting any such antiquities or minerals found in or on the said land.

7. If the Lessor shall require the said land or any part thereof for the purpose of a work of public utility or for the excavation or preservation of any antiquity or exploitation of any minerals then and in such case it shall be lawful for the Lessor or any persons duly authorised by him in that behalf to re-enter on the said land and peaceably to hold and enjoy the same as if these presents had not been made provided that the Lessee shall be entitled to such compensation for improvements or abatement of rent or both in respect of any lands the use of which he is deprived in accordance with this clause as may be agreed by the parties hereto or in default of agreement as may be determined by arbitration in the manner hereinafter provided.

8. In the event of any dispute arising between the parties hereto as to any matter or thing arising out of this agreement or any matter relative thereto such dispute shall be referred to arbitration

in accordance with the provisions of the Arbitration Law or any statutory modification or re-enactment thereof for the time being in force.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands the day and year first above written.

Signed by His Excellency
the High Commissioner

Lt. Harold Alfred MacMichael
High Commissioner

In the presence of

Lt. A.C. MacGillivray
Parish Secretary

The Common seal of the
Company was hereto affixed

Lt. G. Ben-Ammi & G. Nachman

In the presence of

Lt. David Hagmouri & Yitzhak Ben-Zion

1870
The first of the year
The first of the year
The first of the year
The first of the year
The first of the year

1871
The first of the year
The first of the year

1872
The first of the year
The first of the year

1873
The first of the year
The first of the year

1874
The first of the year
The first of the year

I hereby certify that on the day of
5th July 1939 there appeared before me the
above named *Muirs. Ored Ben - Ammi* and
Gad Machner and being
identified by *Muirs. David Hagmoni* and
Yits - Hag Bencheser.
acknowledged the seals or signatures on this
deed to be theirs and that they freely and
voluntarily executed this deed and understand
its contents.

Lgd. 9

REGISTRAR OF LANDS
SUB-DISTRICT OF TULKARM.

This deed was registered under Deed
No. 577 on the 16th day of July
of 1939 in the Land Registry of *Nahariya* and
the register of *Thirbet* Town or Village *Block 7705*
Part No. 1 and 2 (Folio No.) 1 Block 7707/1, 4.

Registration fees amounting to
LP. 31.410 were paid, vide receipt
No. 498063 of 5. 7. 1939

Registration of this deed does not
guarantee the title to the land therein referred
to.

Lgd. 9

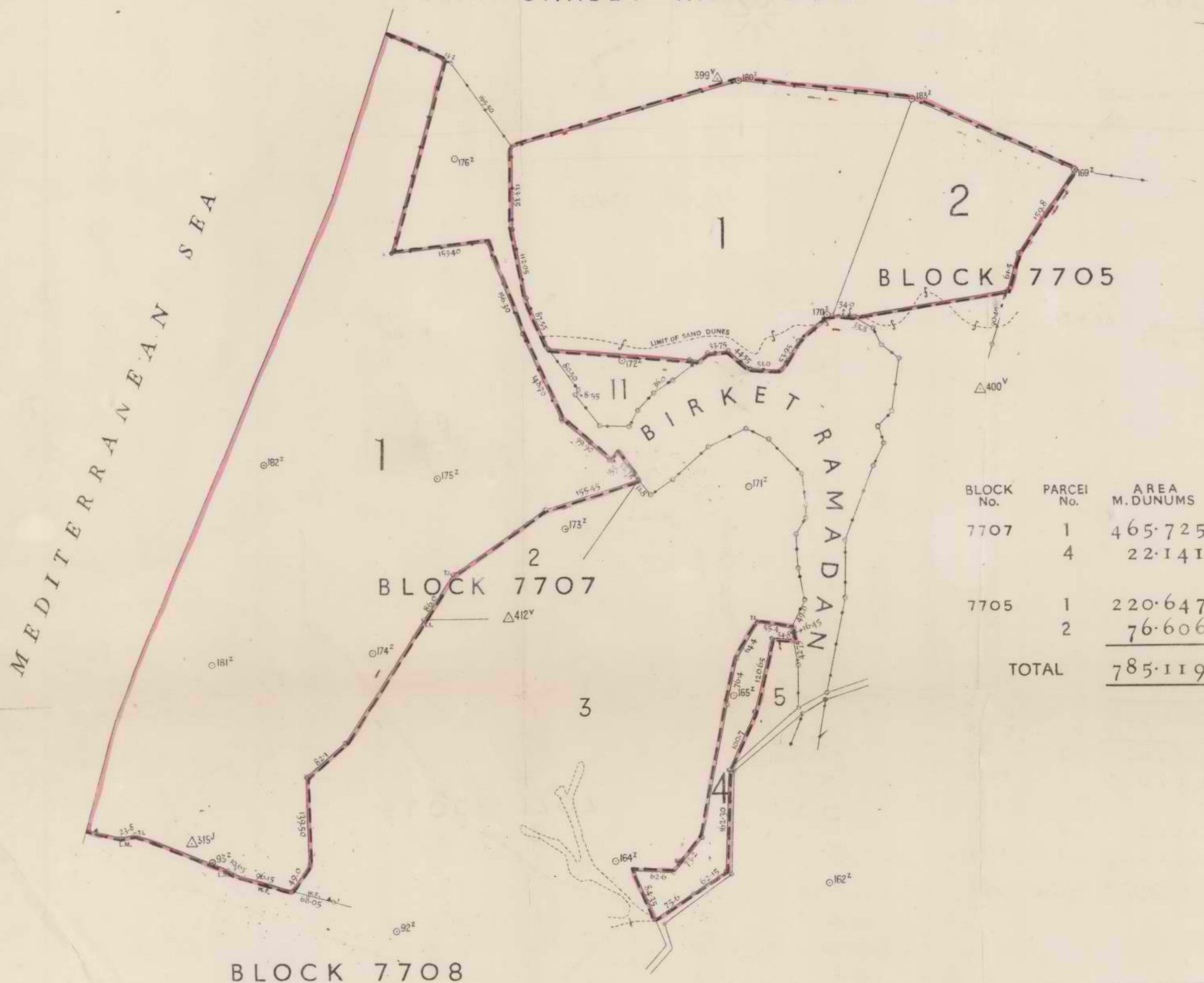
REGISTRAR OF LANDS
SUB-DISTRICT OF TULKARM.

DISTRICT HAIFA & SAMARIA
 SUB-DISTRICT TUL KARM
 VILLAGE KHIRBET AZ ZABABIDA
 BLOCKS 7705 PARCELS 1 & 2.
 7707 " 1 & 4.

L 109/39

PLAN PREPARED FOR *Government of Palestine.*

GHABET KAFR SUR



BLOCK No.	PARCEL No.	AREA M. DUNUMS
7707	1	465.725
	4	22.141
7705	1	220.647
	2	76.606
TOTAL		785.119

NOTES PLAN BASED ON SURVEY HQS RECORDS
 UNDESCRIBED BOUNDARIES ARE UNDEFINED
 UNDESCRIBED BOUNDARY POINTS ARE A.I.s

SCALE 1:5000



22.6.39 / *[Signature]*

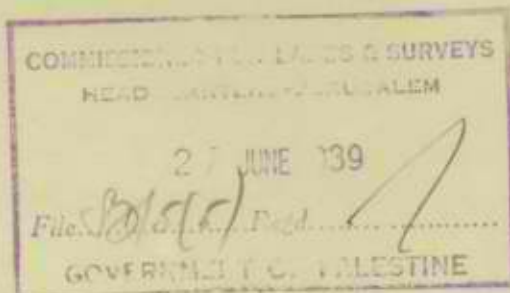
PLAN REFERRED TO IN LETTER
 NO. 5/3/5-2/86 at 23.6.39
 FROM: *[Signature]*
 (FOLIO..... OF FILE.....)

GOVERNMENT OF PALESTINE

TELEGRAMS: "SURVEYS, JAFFA".
TELEPHONE NO: 3265, TEL AVIV.

IN REPLY PLEASE QUOTE

No. 8/3/J - 2186



OFFICE OF THE
COMMISSIONER OF SURVEYS,
P.O.B. 676
JAFFA.

23rd June, 1939.

A/Commissioner for Lands & Surveys.

Subject :- Lease of Land north and
south of Wadi Faliq to the
Nathanya Seashore Development Co.

Reference :- Your SD/5/5
of 13.6.39. 29

Plan Office No.L.109/39 prepared
according to your requirements in above-
mentioned letter, and 6 prints thereof on
thin paper, are forwarded to you herewith.

Issue-Voucher 32029 attached.

NF/DH

ASST. DIRECTOR OF SURVEYS

Encl. 7

The rest is calculated on the same basis

as that approved by the C.S. in Dec. his letter
sent 60 — 80/5/5/32 first jacket, attached
herewith

~~144.6.39~~

144/3
24/6.

Survey No. 100/100
Form No. 1

1. Particulars of the land
in this paper
Survey No. 100/100

FOR RETENTION

REGISTERED
 10/1/10

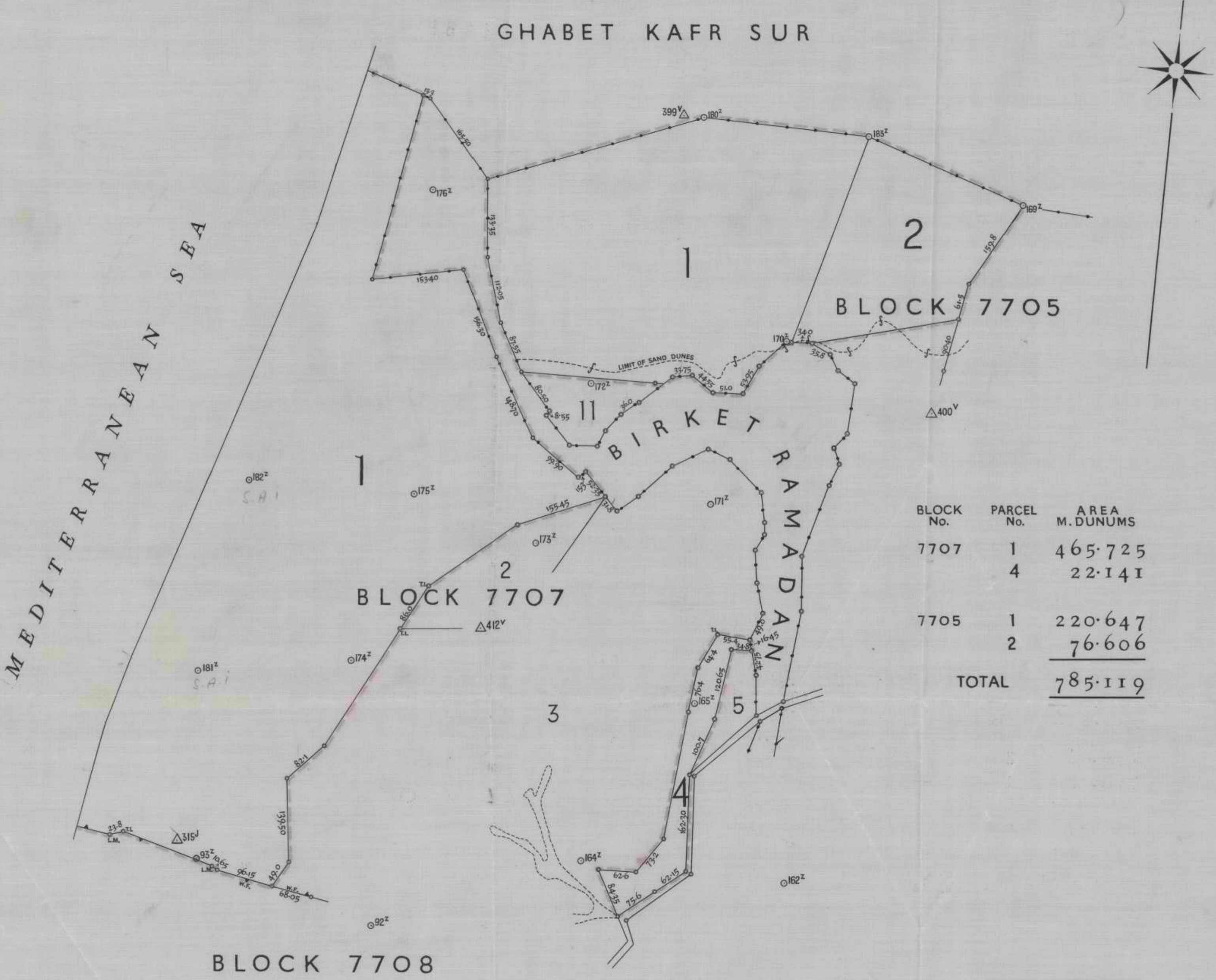
10/1/10
 10/1/10

DISTRICT HAIFA & SAMARIA
SUB-DISTRICT TUL KARM
VILLAGE KHIRBET AZ ZABABIDA
BLOCKS 7705 PARCELS 1 & 2.
7707 " 1 & 4.



PLAN PREPARED FOR *Government of Palestine.*

GHABET KA FR SUR



BLOCK No.	PARCEL No.	AREA M. DUNUMS
7707	1	465.725
	4	22.141
7705	1	220.647
	2	76.606
TOTAL		785.119

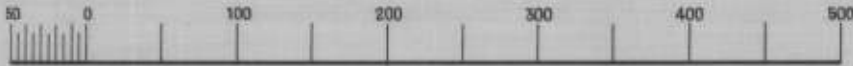
NOTES PLAN BASED ON SURVEY HQS RECORDS
UNDESCRIBED BOUNDARIES ARE UNDEFINED
UNDESCRIBED BOUNDARY POINTS ARE A.I.s

ACCEPTABLE FOR REGISTRATION

Date: 22.6.39

Comm. for L. & S.

SCALE 1:5000



85/5/5

29
13th June, 1939.

Commissioner of Surveys.

REPLIED 30

Subject:- Lease of Land north and south of Wadi Faliq to the Natanya Seashore Development. *Bo.*

has
Government ~~has~~ authorized the lease to the Natanya Seashore Development Company of certain areas situated to the north and south of Wadi Faliq. The areas involved are:

Block 7707 parcel 1 - 465.725 duns.

Parcel 4 - 22.141 duns.

Block 7705 Parcel 1 - 220.647 duns.

Parcel 2 - 76.606 duns.

Total: 785.119 duns.

I shall be obliged if a compiled plan on a suitable scale showing all the areas now to be leased may be prepared on similar lines to the plan supplied to me under your letter G/3/J-3520 of the 1st of November, 1938.

Six copies of the compiled plan, on thin paper, will be required for attachment to the agreement of lease.

JHB
COMMISSIONER FOR LANDS
AND SURVEYS. *W.H.*

L. N. S. D. Co.

17th June, 1955.

Government of Guyana.

REPLY

Subject: Loans of land north and south of Wall Village to the Guyana Bantam Development Company.

Government forwarded the loans to the Guyana Bantam Development Company of certain areas situated to the north and south of Wall Village. The areas involved are:

Block 1707 parcel 1 - 165,785 acres.
Parcel 2 - 22,141 acres.

Block 1707 parcel 3 - 220,847 acres.
Parcel 4 - 76,808 acres.

Total: 485,581 acres.

I shall be obliged if a completed plan on a suitable scale showing all the areas now so included may be prepared or similar plan to the plan supplied to me under your letter.

Yours faithfully,
17th June, 1955.

Two copies of the completed plan, on thin paper, will be required for submission to the Government of Guyana.

חברה לפתוח חוף נתניה בע"מ

NATHANYA SEA-SHORE DEVELOPMENT Co. Ltd.

HEAD OFFICE:

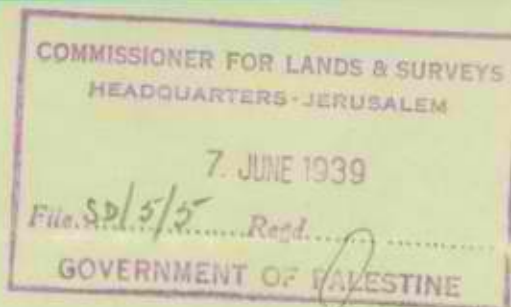
SIR HERBERT SAMUEL ROAD
NATHANYA, PALESTINE

P.O. BOX 18 — PHONE 23

AGENCIES & OFFICES IN THE
PRINCIPAL CITIES OF THE WORLD

BANKERS:

The Anglo-Palestine Bank Ltd. Tel-Aviv
Bnei-Benjamin Bank Ltd. Tel-Aviv
Kupat Milve Bank, Nathanya
able Address: SEADEVELOP



המשרד הראשי:

רחוב סיר הרברט סמואל
נתניה. ארץ ישראל
תבת דאר 18 — טלפון 23
סוכנויות ומשרדים
ב מרכזי יהדות
בנקים:

בנק אנגלו-פלשתינה בע"מ, תל-אביב
בנק בני-בנימין בע"מ, תל-אביב
בנק קפה מלוח חקלאית, נתניה
המען המברקי: SEADEVELOP

NATHANYA, 6th June, 1939, נתניה

11/1-1956

A/Commissioner for Land & Surveys,
Jerusalem.

Dear Sir,

We beg to acknowledge with thanks
receipt of your letter dated 2nd June, 1939
No. SD/5(5) concerning the lease of the land
in the area of Wadi Faliq, and shall be most
grateful if the necessary steps will be taken
to prepare the Agreement of Lease for regis-
tration and signature by the Government and
our Company.

Yours faithfully,

J. Ben-Ami
NATHANYA SEA SHORE DEVELOPMENT
COMPANY LIMITED.

An. Inadras.

SP/EL. Mr. Berncastle
Here with draft
agreement
10.6.39

Please l/f. draft
agreement
JHB
9/6.

[illegible]

2nd June, 1939.

REPLIES 28

See also: 31
20

Gentlemen,

I have the honour to refer to correspondence terminating with your letter No. 11/1-4904 dated the 29th of December, 1938 and to inform you that His Excellency the High Commissioner has authorised the lease to you of the following lands on similar terms to the agreement concluded between Government and yourselves in respect of the Kefr Sur Sand Dunes.

	<u>Dunums. 1/2</u>
Block No. 7707, Parcel 1	465.725
Parcel 4	22.141
	<u>487.866</u>
Block No. 7705, Parcel 1	220.647
Parcel 2	76.606
	<u>297.253</u>

I am, Gentlemen,
your obedient servant.

J.H.B.
A/COMMISSIONER FOR LANDS
AND SURVEYS.

Messrs.
The Hathanya Sea-shore Development Co.
Hathanya.

Copy to: District Commissioner,
Haifa and Samaria District.

File GP/5/8(18).
File GP/5/8(19).

Government of Palestine.

In replying to this letter please quote the date and reference number.

COMMISSIONER FOR LANDS & SURVEYS
HEADQUARTERS-JERUSALEM

Chief Secretary's Office.
Jerusalem.

L/4/38

1 JUNE 1939
File...
GOVERNMENT OF PALESTINE

31st May, 1939.

Commissioner for Lands
and Surveys.

27
Ref. '34

SD/5(5) of
5-12-1938.

GP/5/8(18)
14-12-38.

17
filed 4 in GP/5/8(18)

I am directed by the High Commissioner to refer to the letters noted in the margin on the subject of the lease of certain lands north and south of the Wadi Faliq to the Nathanya Sea Shore Development Company, and to inform you that His Excellency approves the lease of the following lands on similar terms to the agreement concluded between Government and the Company in respect of the Kafr Sur Sand Dunes:

		Dunums M ²
Block No.7707 Parcel	1	465.725
	4	22.141

		487.866
		=====
Block No.7705 Parcels	1	220.647
	2	76.606

		297.253
		=====

Copy placed in
file
GP/5/8(18)
(19)
1/6

Signature

CHIEF SECRETARY.

Copy to District Commissioner,
Haifa and Samaria District.
For information.

GP/5/8(11)

26A
6th May, 1939.

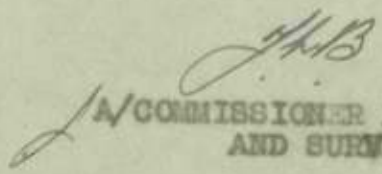
District Officer,
Tulkarm

Subject:- Government property - Khirbet
az Zebabida Block 7707 Parcel 1.

The State Domain property originally
recorded under State Domain No. D/Tul/105 has now
been recorded under GP/5/8(11).

2. I shall, therefore, be obliged if you
will use the new number in all future correspondence
relating to this property.

History Sheet has already been sent to you.


A/COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to: Registrar of Lands,
Tulkarm

File D/Tul/105

/JA

Government of Palestine.

In replying to this
letter please quote the
date and reference
number.

Chief Secretary's Office,
Jerusalem.

L/44/37

COMMISSIONER FOR LANDS & SURVEYS	
HEADQUARTERS - JERUSALEM	
25 APR 1939	
File <i>301(d)</i>	Regd. <i>2</i>
GOVERNMENT OF PALESTINE	

24th April, 1939.

A/Commissioner for Lands
and Surveys.

Subject :- Sand Dunes south of Wadi Faliq.

Reference:- Your No.SD/5(5) of 18.4.39. *24*

I am directed to inform you that the
matter will be considered by the High Commissioner
in Executive Council as soon as possible.

R.C. Humei
CHIEF SECRETARY.

*Mr Bern...
...
...*

Seen

Ref 26/5

26/4

*H.B.
26/4*

Ref 10/6 26/5

SD/5(5)

18th April 1939.

Chief Secretary.

REPLIES 25

Subject:- Sand Dunes south
of Wadi Faliq.

Reference: Your L/44/37 of
9.2.38 and my SD/5(5)
of 5.12.38 and 16.1.39.

I shall be obliged if I may be
informed of your decision as soon as
possible as Mr. Ben 'Amri is anxious
for the conclusion of the lease at an
early date.

Ad. J. M. Watts.

A/COMMISSIONER FOR LANDS
AND SURVEYS.

/P

SD/5(5)

3rd April, 1939.

Chief Secretary.

Subject:- Sand Dunes south of
the Wadi Faliq.

Reference: Your L/44/37 dated 9th
February, 1938.

I shall be obliged if a reply
to my letters SD/5(5) of 5.12.38 and
16.1.39 may now be furnished.

hab
A/COMMISSIONER FOR LANDS
AND SURVEYS.

/RA
l.c.
lll

It appears from the Development Officer's letter at 1A (DG/226/34 of 24.2.34) that Government is committed to the lease to Mr. Ben-Ammi at a low rent of such sand dun lands as lie immediately north and south of the Wadi Faliq and are 'settled' State Domain up to 9,000 dunums. While it is true that no promise has since been made beyond one to the effect that favourable consideration will be given to an application for a lease, in view of the fact that the Development Officer's letter was written in exchange for assistance given in connection with the settlement of certain land disputes and a contribution of LP.6,000 towards the cost of draining the Birket Rapadan, it would be a breach of faith if the application was now refused without some very good reason.

3.3.39.

B/RA



SD/5(5)

16th January 1939.

Chief Secretary.

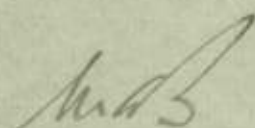
Reminded on 16.2.39, 1/3, 1/4

Subject:- Sand Dunes south
of the Wadi Faliq.

Reference: Your letter No.
L/44/37 dated 9th
February, 1938. 11

17
Since writing my letter No. SD/5(5)
dated 5th December 1938, I have seen Mr. Ben
Ammi of the Nathanya Sea Shore Development
Company Ltd. in regard to his application
for the land adjudicated to Government south
of the Wadi Faliq when I pointed out that I
felt that Government would, in any event,
find it difficult to agree to lease the strip
of sand dune along the foreshore south of
parcel 1 of block 7707.

2. Mr. Ben Ammi then agreed verbally to
waive any claim to a lease of this land on
the understanding that the Nathanya Sea Shore
Development Company were given a lease, on
similar terms to the lease referred to in
para. 3 of my above mentioned letter, of parcels
1 and 4 of block 7707.



7 A/COMMISSIONER FOR LANDS
AND SURVEYS.

B/P

חברה לפתוח חוף נתניה בע"מ

NATHANYA SEA-SHORE DEVELOPMENT Co. LTD.

HEAD OFFICE:

SIR HERBERT SAMUEL ROAD
NATHANYA, PALESTINE
P. O. BOX 18 — PHONE 23
AGENCIES & OFFICES IN THE
PRINCIPAL CITIES OF THE WORLD

BANKERS:

The Anglo-Palestine Bank Ltd. Tel-Aviv
Bnei-Benjamin Bank Ltd. Tel-Aviv
Kupat Milva Bank, Nethanya
Cable Address: SEADEVELOP



המשרד הראשי:

רחוב סיר הרברט סמואל
נתניה. ארץ ישראל
ת.ד. 18 — טלפון 23
סוכנויות ומשרדים
במרכזי היהדות

בנקים:

בנק אנגלו-פלסטינה בע"מ, תל-אביב
בנק בני-בנימין בע"מ, תל-אביב
בנק קופת מלח חקלאית, נתניה
הסניף המרכזי: SEADEVELOP

NATHANYA, 29th December, 1938. נתניה

11/1-4004

B/f. with relation
files to Mr. Bennett
on 5.1.1939

A/Commissioner for Lands & Surveys,
Jerusalem.

Dear Sir,

Your letter of the 27th instant
No. SD/5(5) to hand, in reply to which we
have to refer you to your letter dated
the 14th instant whereby the requested
plan was forwarded to us, and our reply
thereto of the 21st instant returning copy
of the sun-print as per your requirements.

Please acknowledge.

Yours faithfully,

S. P. Bennett
NATHANYA SEA SHORE DEVELOPMENT
COMPANY LIMITED.

EB/EL.

*Spoke to Mr. Mark on phone 2 hours
as per instructions. He is coming to see us
the case of the plot of fresh water at Nethanya
should be supported but this matter is
16.1.39*

*Acc 6P 5/8/18
Law of Khushd
Zohara Khat
of the Nati Patis*

BD/5(5)

27th December, 1938.

Gentlemen,

REPLIED 20

18
I have the honour to refer
to your letter No. 11/1-4608 dated
13th December 1938 and to forward
as requested a sun print of sketch
plan Ser. No. 405/38.

I am, Gentlemen,
your obedient servant.



JH/ COMMISSIONER FOR LANDS
AND SURVEYS.

essrs.
Nathanya Sea Shore Development Co. Ltd.,
Nathanya.

JMB/RA

SKETCH PLAN

1/20,000



AREAS ADJUDICATED TO GOVERNMENT



AREAS APPLIED FOR BY THE
NATHANYA SEASHORE Co.



AREAS LEASED TO NATHANYA SEASHORE Co.



18

20.11.1971
BF ^{House} ~~House~~ after
7th layer
Plan showing the
bed of the water
7th made. Faint
as well
16.11.78 Inds ✓
letter dated
20/5/5 and

5th December 1938.

Chief Secretary.

Reminded on 16.2.59 23

See also: 21

REPLIED 26

Subject:- Sand Dunes South
of the Wadi Faliq. 71Reference: Your letter No. 1/144/37
dated 9th February,
1938. 8

Under para. 4 of your above quoted letter, in reply to my letter No. SD/5(5) dated 12th January, 1938, you directed me to confirm to the Nathanya Sea Shore Development Company Ltd., that, when settlement south of the Wadi Faliq was completed, Government would give favourable consideration to their application for a long term lease of the sand dunes adjudicated to Government.

2. The Nathanya Sea Shore Development Company Ltd. have now submitted an application for the lease of the following lands which are shown on the attached 1/20,000 scale plan and which have been registered in Government's name:

Block No.	Parcel No.	Area. Duns. MZ	Acres	Duns.
7707	1	465.725	525	23.5.35
	4	22.141	530	23.5.35
7708	1	180.519	777	5.8.38
7709	1	145.125	36	15.1.35
	9	49.300	36	15.1.35
7710	1	67.241	367	2.2.37
	11	34.806	367	2.2.37
		<u>964.857</u>		

3. I shall be obliged if you will inform me whether you agree that a lease should be granted on similar terms to the agreement which has just been concluded

between Government and the Company in respect of the Kafr Sur Sand Dunes and which was returned to me duly signed by His Excellency the High Commissioner under cover of your letter No. 1/44/37 dated 11th November 1938. *19/5/38*

hwb

1 A/COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to District Commissioner,
Haifa & Samaria District.

Development Officer.

JMB/P

SKETCH PLAN

1/20000

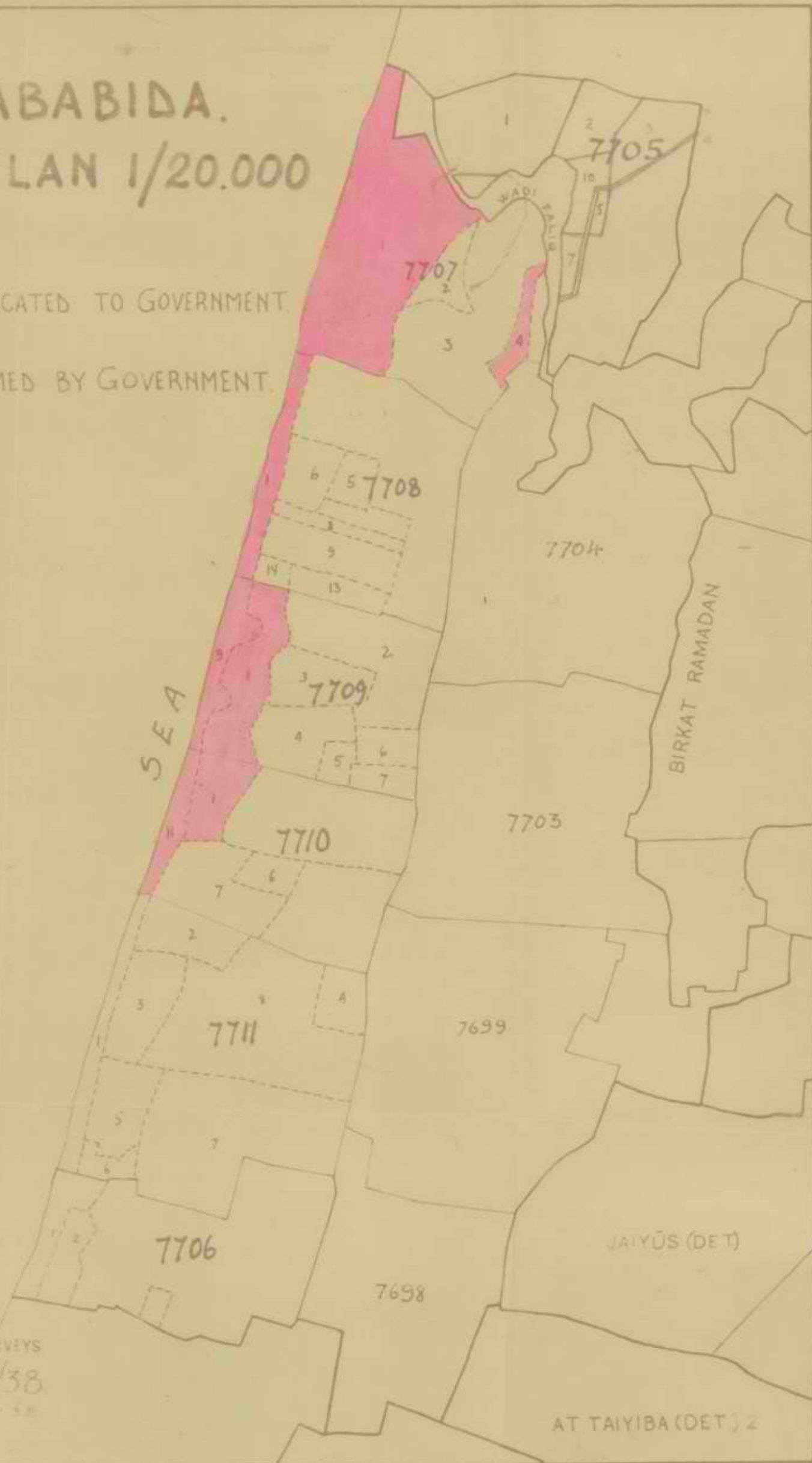
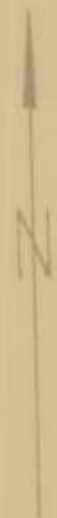
- AREAS ADJUDICATED TO GOVERNMENT
- AREAS APPLIED FOR BY THE NATHANYA SEASHORE Co.
- AREAS LEASED TO NATHANYA SEASHORE Co.



KH. AZ ZABABIDA. SKETCH PLAN 1/20.000

 AREAS ADJUDICATED TO GOVERNMENT.

 AREAS CLAIMED BY GOVERNMENT.



DEPT. OF LANDS & SURVEYS

SER NO 13/38

JERUSALEM 12-1-58

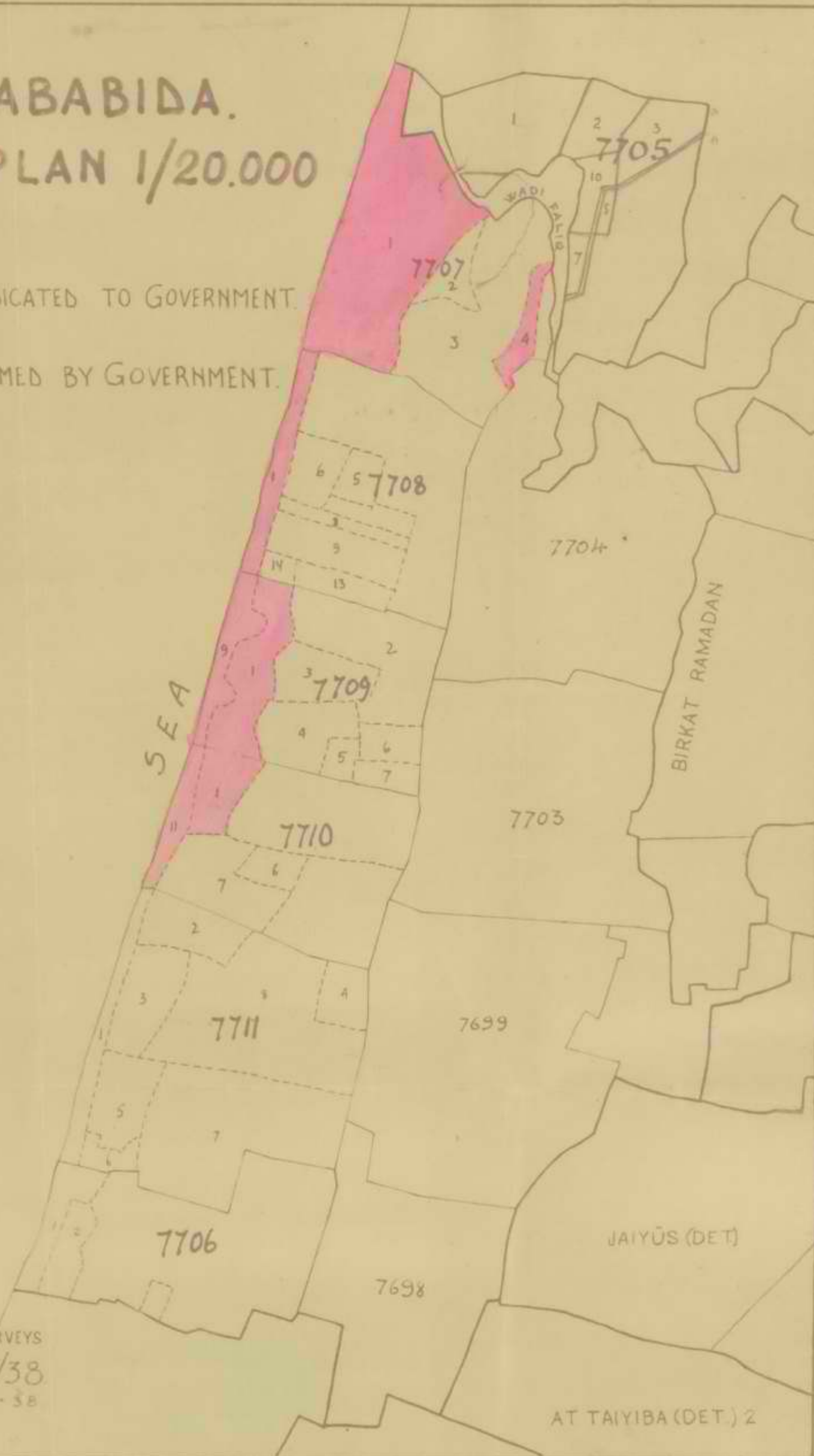
KH. AZ. ZABABIDA. SKETCH PLAN 1/20.000



AREAS ADJUDICATED TO GOVERNMENT.



AREAS CLAIMED BY GOVERNMENT.



KH. AZ ZABABIDA.
SKETCH PLAN 1/20.000

AREAS ADJUDICATED TO GOVERNMENT.

AREAS CLAIMED BY GOVERNMENT.



SEA

7707

7705

7708

7704

7709

7710

7703

7711

7699

7706

7698

AT TAIYIBA (DET) 2

8th Dec 1938
~~24th November 1938.~~

15
 Gentlemen,

I have the honour, in reply to your letter No.11/1-4224 dated 13th November, 1938, to forward a 1/20,000 sketch plan showing in red the land south of the Wadi Faliq applied for by you and I shall be grateful if you will return it showing thereon the adjacent land owned by you or by Jews or Jewish Concerns associated with your Company.

I shall be obliged if you will show which land is owned by your Company, by private individuals and by associated concerns with the names of the latter, in some distinctive colour.

I am, Gentlemen,
 your obedient servant.

7 A/COMMISSIONER FOR LANDS
 AND SURVEYS.

Messrs. The
 Nathanya Sea-Shore
 Development Company Ltd.,
 Nathanya.
 (P.O.B.18).

חברה לפתוח חוף נתניה בע"מ

NATHANYA SEA-SHORE DEVELOPMENT Co. LTD.

HEAD OFFICE:

SIR HERBERT SAMUEL ROAD
NATHANYA, PALESTINE

P. O. BOX 18 — PHONE 23

AGENCIES & OFFICES IN THE
PRINCIPAL CITIES OF THE WORLD

BANKERS:

The Anglo-Palestine Bank Ltd. Tel-Aviv
Bnei-Benjamin Bank Ltd. Tel-Aviv
Kupat Milve Bank, Nathanya
Cable Address: SEADEVELOP



המשרד הראשי:

רחוב סיר הרברט סמואל
נתניה. ארץ ישראל

חבת דאר 18 — טלפון 23

סוכנויות ומשרדים
במרכזי היהדות

בנקים:

בנק אנגלו-פלסטינה בע"מ, תל-אביב
בנק בני-בנימין בע"מ, תל-אביב
בנק קופת מלח חקלאית, נתניה
SEADEVELOP הסקן המברקי:

NATHANYA, 15th November, 1938, נתניה

11/1-4224

Reg: 16

*Mr. Bennett. Ohm is shown
in red (body colour)
on the attached sketch
plan (NE B/S) loc.
17/11*

A/Commissioner for Land & Surveys,
Jerusalem.

Dear Sir,

In continuation of our letter to
you of even date, we beg to send you, herewith,
seven certified Certificates of Registration
in respect of the following described Sand -
Dunes, South of the Falig recording its offi-
cial registration in the name of Government.

Block No.	Parcel No.	Area.
7707	1	465.725 St. Dunoms.
	4	22.141
7708	1	180.519
7709	1	145.125
	9	49.300
7710	1	67.241
	11	34.806
		964.857 St. Dunoms.

Yours faithfully,

J. Ben-Ami

NATHANYA SEA-SHORE DEVELOPMENT
COMPANY LIMITED.

EB/EL.

NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

THESE ARE THE
OFFICIAL RECORDS
OF THE
NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

KH. AZ ZABABIDA. SKETCH PLAN 1/20.000

-  AREAS ADJUDICATED TO GOVERNMENT
-  AREAS CLAIMED BY GOVERNMENT.



DEPT. OF LANDS & SURVEYS
SER N° 13/38
JERUSALEM 12-1-38

AT TAIYIBA (DET) 2

Land Registry of

EXTRACT FROM THE REGISTER OF LANDS.

DISTRICT:

SUB-DISTRICT:

TOWN OR VILLAGE

Folio No.

GPP, 9211-10000-90-4 07 370/8

[illegible]

The above is a true extract from the Register and is given against payment of L.P.

مؤ

Date _____

10.16.1958

of 10.16.31

REGISTRAR OF LANDS

Land Registry of *Tulkarm*

EXTRACT FROM THE REGISTER OF LANDS.

DISTRICT: *Northern*SUB-DISTRICT: *Tulkarm*TOWN OR VILLAGE *Khurbat az Zababid* Volume No. _____

Folio No. _____

GPP. 3211-10000-30-4-37 379/8.

Block:		Map Sheet No.		Description of the Property		ENCUMBRANCES								
No.	Name	AREA			Servitudes Affecting the Parcel		No. of Deed	Date of Registration			Nature of Encumbrance	Person in whose favour the Encumbrance is created	Share	Remarks
		Donums	Metres	Decimet	Date of Registration									
					Deed	Day	Month	Year						
No. 7707	Tell el Ahis				Quarry									
Parcel:														
No. 4		22	141	=										
Old Nos. of the Parcel		Category of Property												
(Mutation Table No.)		Mini												
New Nos. of the Parcel		Revenue Reference No.												
(Mutation Table No.)														
PROPRIETORSHIP														
No. of Deed	Date of Registration			Nature of Transaction	PROPRIETOR	Share	Remarks							
	Day	Month	Year											
530	23	5	1938	Amn. of Registration	The High Commissioner in		whole in trust for the Government of Palestine							

The above is a true extract from the Register and is given against payment of L.P. 100

Mils as per Receipt No. 461612 of 10.11.1938

Date 10.11.1938

a/ *intwef*
REGISTRAR OF LANDS*Harboul 10.11.38*

EXTRACT FROM THE REGISTER OF LANDS.

Folio No.

GPP, 8211-10000-80-4, 71 370/8.

Haraloto 10.XI.38

Date 10.11.1938 *a/wef*
REGISTRAR OF LANDS

GOVERNMENT OF PALESTINE

S. 5.

Land Registry of *Tulkarem*

EXTRACT FROM THE REGISTER OF LANDS.

DISTRICT: *Northern*SUB-DISTRICT: *Tulkarem*TOWN OR VILLAGE *Kh. az-Zabada* Volume No.

Folio No.

GPP. 3211-10000-33-4-97 37052.

Block:		Map Sheet No.		Description of the Property		ENCUMBRANCES							
No.	Name	Parcel:	AREA Dunams Metres Decimet	Servitudes Affecting the Parcel Date of Registration Deed Day Month Year Nature of Servitude		No. of Deed	Date of Registration Day Month Year			Nature of Encumbrance	Person in whose favour the Encumbrance is created	Share	Remarks
No. <i>7709</i>	Name <i>And al Barayit</i>	No. <i>1</i>	<i>145 125 -</i>	<i>Sand Dunes</i> <i>Contains Trig Point No 98 F.</i>									
Old Nos. of the Parcel		Category of Property											
(Mutation Table No.)		<i>Mawat</i>											
New Nos. of the Parcel		Revenue Reference No.											
(Mutation Table No.)													
PROPRIETORSHIP													
No. of Deed	Date of Registration Day Month Year			Nature of Transaction	PROPRIETOR	Share	Remarks						
<i>36</i>	<i>15</i>	<i>1</i>	<i>38</i>	<i>Registration</i>	<i>The High Commissioner in</i>	<i>in</i>	<i>for the time being in whole trust for the Government of Palestine</i>						

The above is a true extract from the Register and is given against payment of L.P. *100*Mils as per Receipt No. *44 3772* of *23.238*.Date *23.2.38*

REGISTRAR OF LANDS

EXTRACT FROM THE REGISTER OF LANDS.

Folio No.

GPP, 8211-10000-50-4-87 37938.

[illegible]

Date 23. 4. 38.

REGISTRAR OF LANDS

Land Registry of *Tulkarem*

EXTRACT FROM THE REGISTER OF LANDS.

DISTRICT: *Northem*SUB-DISTRICT: *Tulkarem*TOWN OR VILLAGE *Kh. az-Zababda* Volume No.

Folio No.

OPP. 2211-10000-50-4-37 370/8.

Block:		Map Sheet No.		Description of the Property		ENCUMBRANCES								
No.	Name	AREA			Servitudes Affecting the Parcel		No. of Deed	Date of Registration			Nature of Encumbrance	Person in whose favour the Encumbrance is created	Share	Remarks
		Donums	Metres	Decimet	Date of Registration			Day	Month	Year				
No. <i>7710</i>	Name <i>Khor Husein</i>				<i>Sand Dunes</i>									
Parcel:														
No. <i>1</i>		<i>67</i>	<i>241</i>	<i>-</i>										
Old Nos. of the Parcel		Category of Property												
(Mutation Table No.)		<i>Mawat</i>												
New Nos. of the Parcel		Revenue Reference No.												
(Mutation Table No.)														
PROPRIETORSHIP														
No. of Deed	Date of Registration			Nature of Transaction	PROPRIETOR	Share	Remarks							
	Day	Month	Year											
<i>367</i>	<i>2</i>	<i>2</i>	<i>1937</i>	<i>Registration</i>	<i>The High Commission in for the time being in whole trust for the Government of Palestine</i>									

The above is a true extract from the Register and is given against payment of L.P. *10.0* Mils as per Receipt No. *443772* of *23.5.38*Date *23.5.38*

REGISTRAR OF LANDS

50

EXTRACT FROM THE REGISTER OF LANDS.

Folio No.

GPP, 8211-10000-30-4-87 87038.

Block:		Map Sheet No.		Description of the Property						
No. 7710	Name Khor Hussein			Foreshore						
Parcel:		AREA		Servitudes Affecting the Parcel						
No. 11		Donums	Metros	Decimet	Date of Registration			Nature of Servitude		
Old Nos. of the Parcel		Category of Property								
(Mutation Table No.)		Matruka								
New Nos. of the Parcel		Revenue Reference No.								
(Mutation Table No.)										
PROPRIETORSHIP										
No. of Deed	Date of Registration	Nature of Transaction	PROPRIETOR			Share	Remarks			
367	2 2 17	Registration	The High Commissioner in for the time being on whole behalf of the Government of Palestine							

ENCUMBRANCES							
No. of Deed	Date of Registration			Nature of Encumbrance	Person in whose favour the Encumbrance is created	Share	Remarks
	Day	Month	Year				

Date 23. 1. 38.

REGISTRAR OF LANDS

חברה לפתוח חוף נתניה בע"מ

NATHANYA SEA-SHORE DEVELOPMENT Co. LTD.

HEAD OFFICE:

SIR HERBERT SAMUEL ROAD
NATHANYA, PALESTINE

P. O. BOX 18 — PHONE 23

AGENCIES & OFFICES IN THE
PRINCIPAL CITIES OF THE WORLD

BANKERS:

The Anglo-Palestine Bank Ltd. Tel-Aviv
Bnei-Benjamin Bank Ltd. Tel-Aviv
Kupat Milva Bank, Nathanya
Cable Address: SEADEVELOP



המשרד הראשי:

רחוב סיר הרברט סמואל
נתניה, ארץ ישראל

תבת דואר 18 — טלפון 23

סוכנויות ומשרדים
במרכזי היהדות

בנקים:

בנק אנגלו-פלשתינה בע"מ, תל-אביב

בנק בני-בנימין בע"מ, תל-אביב

בנק קופת מלח חקלאית, נתניה

הטען המברקי: SEADEVELOP

NATHANYA, 13th November, 1938, נתניה

11/1-4223

see also: 15

A/Commissioner for Lands & Surveys,
Jerusalem -.

Subject: State Domain-South of the Faliq.

Dear Sir,

I understand that the Sand Dunes South of the Faliq in Blocks Nos. 7707, 7708, 7709, 7710 have been finally settled and Parcels Nos. 1,4,1,1,9,11, respectively have been registered in favour of Government.

At this stage I refer to your letter of the 14th February 1938 No. SD/5(5) and in accordance with its contents I hereby make an application to Government on behalf of the Nathanya Sea Shore Development Company Limited, for the lease of the said Sand Dunes on similar terms to those recorded in the recent agreement of lease regarding the lands north of the Faliq.

Yours faithfully,

J. Ben-Ammi

NATHANYA SEA SHORE DEVELOPMENT
COMPANY LIMITED.

EB/EL.

SD/1/2/5.

22nd October, 1938.

Director Of Land Registration.

Subject:- Parcellation Scheme,
Khirbet ez Zababida
Parcel 3 of Block 7707.

Reference: Your file No. R.19529.

I understand that the Town Planning Ordinance applies to such parcellation Schemes as that prepared by Aba Idalsak for parcel 3 of Block 7707 of Khirbet ez Zababida and that the particular scheme falls within the Haifa & Samaria Regional Town Planning Area, declared in Palestine Gazette No. 778 of 28th April 1938 (Supplement 2 page 499). The promoters should therefore submit the scheme to the Regional Commission at the District Commissioner's Office, Haifa, or alternatively to the Town Planning adviser who is a member of the Commission and who would probably be able to put them on the right lines. The scheme as it is, prejudices the future Development of the adjoining state land (GP.5/8(11)(12) & (13)) and from that point of view it is important that correct through road alignments should be provided.

Maxwell Samuels

Copy to: GP/5/8(11)(12)(13)

B/MS.

? A/COMMISSIONER FOR LANDS
AND SURVEYS.

GPP. 5910-3000-30.5.88

[illegible]

חברה לפתוח חוף נתניה בע"מ

NATHANYA SEA-SHORE DEVELOPMENT Co. Ltd.

Head Office:

SIR HERBERT SAMUEL ROAD
NATHANYA, PALESTINE
P. O. Box 18 — Phone 23
AGENCIES & OFFICES IN THE
PRINCIPAL CITIES OF THE WORLD

BANKERS:

The Anglo-Palestine Bank Ltd. T.A.
Bnei-Benjamin Bank Ltd. Tel-Aviv
Kupat Milya Bank, Nathanya

Cable Address: SEADEVELOP



רמשרד הראשי:

רחוב סיר הרברט סמואל
נתניה, ארץ-ישראל
תבה דאר 18 — טלפון 23
סוכנויות ומשרדים
במרכזי היהדות

בנקים:

בנק אנגלו-פלסטינה בע"מ תל-אביב
בנק בני-בנימין בע"מ רחל-אביב
בנק קופת מלח חקלאות, נתניה

תען המברק: SEADEVELOP

Nathanya, 20th February, 1938. נתניה.

11/1-679

Commissioner for Lands & Surveys,
P.O.B. 1184,
Jerusalem,

Dear Sir,

We wish to acknowledge
with thanks receipt of your letter
of the 14th February, 1938 No. 3D/5(5)
contents of which we have carefully
noted.

Yours faithfully,

D. Ben-Ami

NATHANYA SEA-SHORE DEVELOPMENT
COMPANY LIMITED.

33/EL.

SD/5(5)

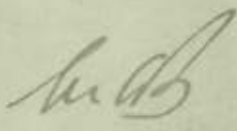
REPLIED 13, 14

14th February 1938.

Gentlemen,

I have the honour, with further
reference to my letter of 8th January 1938, to refer to your letter No. 11/4-
4059 dated 22nd December 1937, in regard
to the sand dunes lying south of the Nahr
el Faliq and to inform you that I am
directed to confirm that when settlement
of the area is completed, Government will
give favourable consideration to your
application for a lease of the dunes
which may be adjudicated to Government.
This refers to land within blocks 7707
to 7710 inclusive.

I am, Gentlemen,
your obedient servant.



COMMISSIONER FOR LANDS
AND SURVEYS.

Messrs. The
Nathanya Sea-Shore Development Co. Ltd.,
P.O.B. 18, Nathanya.

B/P

L/44/37

9th February, 1938.

Commissioner for Lands
and Surveys.

Ref: 17, 21, 23

I am directed to refer to the correspondence ending with your letter SD/5(3) of the 16th January, on the subject of the proposed lease of the sand dunes at Kafr Sur to the Nathanya Sea Shore Development Company, and to say that Government concurs in your recommendation that the rental should be fixed at the rates quoted in paragraph 4 of your letter No. SD/5(3) of the 14th December, 1937.

2. As regards the areas occupied by the Army Camp at Nathanya and the further areas required by the Army Authorities for a rifle range, I am to request that you will ascertain from the Army and Air Force Authorities as soon as possible precisely what areas it will be necessary to exclude from the provisions of the proposed lease for these purposes. Government is advised that it would be preferable not to provide by a clause in the agreement that any lands so excluded when no longer required by Government should be leased to the Company on similar terms. An assurance to that effect might however be given to the Company in writing.

./.

Orig. - SD/5(3)
Copy - SD/5(5) —

3. Subject to the adjustment of the terms of the draft lease in accordance with the changes indicated in this letter and in my letter No.L/44/37 of the 13th November,1937, the negotiations for the proposed lease to the Company may be proceeded with.

4. As regards the sand dunes south of the Wadi Faliq, to which your letter No.SD/5(5) of the 12th January,1938, refers, I am to say that you may confirm to the Company that when settlement of the area is completed Government will give favourable consideration to their application for a long term lease of the dunes which may be adjudicated to Government.

(Sgd) J.Jacobs.

f. CHIEF SECRETARY.

Copy to: L/4/38.
D/130/37.

EXTRACT from Secretariat File No.

L/4/38.

(2)

I saw Ben Ami today. He stated emphatically I had never given any promise as to sand dunes, beyond that I hoped ways and means would be found to meet their wishes as regard sand dunes ; terms of lease etc. were never discussed by me. But now as then I hope Government will do what is possible to assist this enterprising township.

(Intld) A.G.W.

25.1.

(3)

Commissioner for Lands & Surveys.

Please see H.E.'s remark overleaf. The H.C. gave no promise in this matter. H.E. would like this matter settled as soon as possible. Will you please let me know your recommendations by return if possible?

(4)

(Intld) W.D.B.

Chief Secretary.

It seems that the Development Officer's letter No. DC/226/34 of 24th February, 1934 (folio 1a) commits Government to the lease to Mr. Ben-Ami at a low rent of such sand dune lands as lies immediately north and south of the Wadi Faliq up to 9,000 dunums and which are settled as State Domain.

2. I have suggested in my letter at folio 1 (SD/5(5) of 12.1.38) that the land south of the Wadi Faliq refers to those areas shewn on the 1/20,000 scale plan (No. 13/38) attached to my letter in view of the allusion to the Balaqiya lands, in the Development Officer's letter dated 28th February, 1934 (copy attached at 4a), which are situated in Blocks 7710 and 7711. Messrs. Litwinsky Bros plantations, also referred to in the Development Officer's letter, are in Block 7706.

IN SENATE

(2)

I am, Sir, very sorry to hear that

you have been unable to attend the meeting.

I am, Sir, very sorry to hear that

you have been unable to attend the meeting.

I am, Sir, very sorry to hear that

you have been unable to attend the meeting.

I am, Sir, very sorry to hear that

you have been unable to attend the meeting.

(1875) A.D.

25.1.

(3)

Commissioner of the Land Office

I am, Sir, very sorry to hear that
you have been unable to attend the meeting.
I am, Sir, very sorry to hear that
you have been unable to attend the meeting.
I am, Sir, very sorry to hear that
you have been unable to attend the meeting.

(1875) A.D.

25.1.

I am, Sir, very sorry to hear that
you have been unable to attend the meeting.
I am, Sir, very sorry to hear that
you have been unable to attend the meeting.
I am, Sir, very sorry to hear that
you have been unable to attend the meeting.

I am, Sir, very sorry to hear that
you have been unable to attend the meeting.
I am, Sir, very sorry to hear that
you have been unable to attend the meeting.
I am, Sir, very sorry to hear that
you have been unable to attend the meeting.
I am, Sir, very sorry to hear that
you have been unable to attend the meeting.

3. As will be seen from my letter at folio 1, the maximum area including the sea-shore, which Government may obtain at Land Settlement, is 1350 dunums in addition to the 147 dunums which has so far been adjudicated to Government making 1497 dunums in all.

4. Thus, on the assumption that the whole of the 4,450 dunums of the Kafr Sur Sand Dunes will be included in the lease to the Nathanya Sea-Shore Development Company, regardless of the requirements of the Forces, the total area to be leased can only extend to 5,947 dunums.

/should be

5. I do not think, if it can be avoided, that there /anything more than a confirmation of a promise to give favourable consideration to the lease of the land south of the Wadi Faliq, as it may be found that others have a prior claim, or that for political reasons such lease may not be found desirable.

6. It is not clear whether it was intended that Mr. Ben-Ammi, the Hanotaiah Company or the Nathanya Sea-Shore Development Company should be given the lease of these lands but I am assuming that Mr. Ben-Ammi is entitled to have the agreement made out in the name of the latter as the late Mr. Andrews stated that the Kafr Sur Sand Dunes should be leased to this Company.

7. It is not yet known to what extent the lease of the Kafr Sur Sand Dunes will be affected by the requirements of the Forces as I think that the area occupied by the Army camp, shewn bounded in yellow on the sketch plan at 4B, should not be included in the lease and no decision has yet been arrived at in regard to the area bounded in green which I understand may be required for ranges. If the land bounded in green or any similar area in this vicinity is taken by the Forces any development scheme the Company may wish to put into operation would be seriously prejudiced.

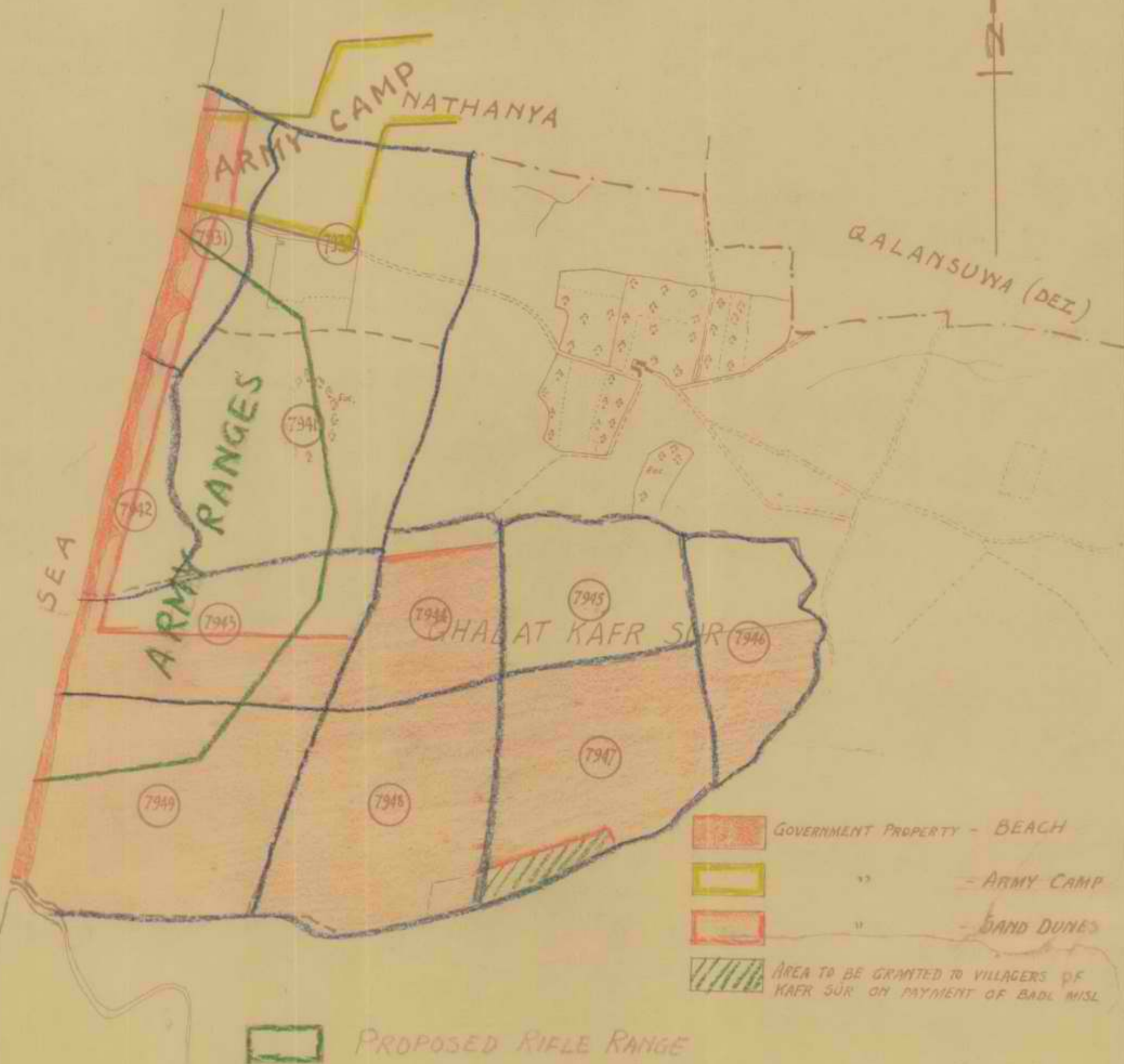

COMMISSIONER FOR LANDS
AND SURVEYS.

29.1.1938.
File SD/5(5).
B/O.

GHĀBAT KAFR SŪR SAND DUNES. GP/5(15).

SCALE 1/20,000

46



(4a)

C O P Y

NATHANYA SEA-SHORE DEVELOPMENT CO. LTD

Tel-Aviv 28.2.1934

Mr. L. Andrews,
Department of Development,
P.O.B. 649,
Jerusalem.

Sir,

In response to your letter of the 23rd inst., regarding the area of the sand dunes to be leased by us, I desire to state that I have attempted to ascertain the exact area of the sand dunes, but to my regret, owing to the lack of correct maps, I am unable to define the total area.

The expression of my proposal is to include in the lease the area of sand dunes stretching along the coast south to the leashold dunes held by Hamotiah Ltd and ending at the Blikieh lands, which is situated in the proximity of Litwinsky Bros. plantation.

If the area as described above is in excess of 10.000 dunams, I shall kindly ask to include any additional area in the lease.

Yours very faithfully.

NATHANYA SEA SHORE DEVELOPMENT
COMPANY LIMITED

(SGD) O. Ben Ammi.

C.C.

C. of L. and S. Office

Copies of correspondence

referred to by Mr. Ben Ammi in

his letter No. 11/4 -3937 of

13.12.37 re. Kafr Sur Sand Dunes

(copy sent to you with copy of

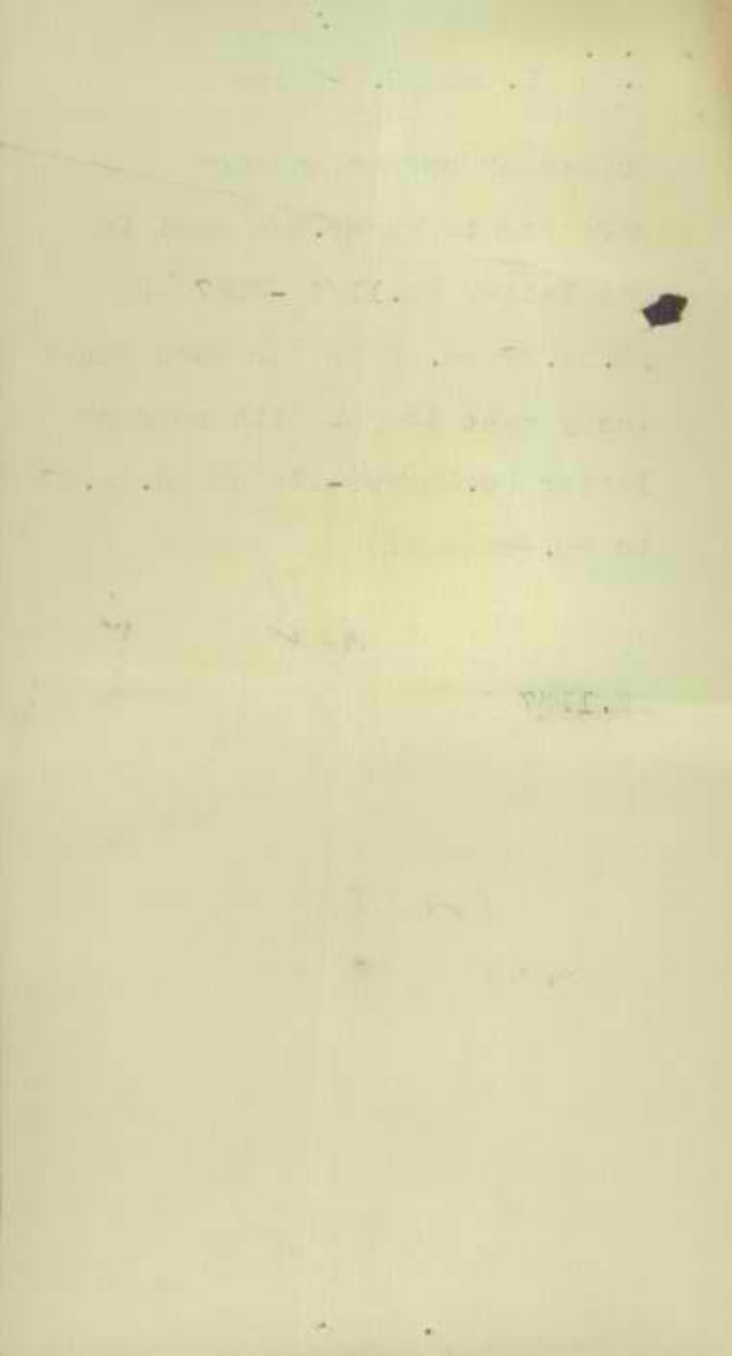
letter No. DCF/99-175 of 16.12.37

to Mr. Ben Ammi)

12.1.37

38

50/5(5)



Copy.

DC/226/32

2nd October, 1933

Sir,

I have the honour to acknowledge receipt of your letter No.19/5/3925 of 1.10.33 on the question of Birket Ramadan and Nahr el Faleh, and in reply to state that no exact survey of the Sand Dunes exists, but I enclose a print (which please return) of the relevant section of the old Palestine Exploration Fund map showing the Sand Dunes Area in blue. This area was computed by the Director of Surveys from the plan to be 18,020 dunams. Of this area 1051 dunams have been leased to "Hanotaiah" Ltd. The approximate position of the demised area is shown in red.

I have the honour to be

Sir,

Your obedient servant.

(SGD) L. Andrews

ACTING DIRECTOR OF DEVELOPMENT

Mr. O. Ben-Ammi
P.O.B.18
Tel Aviv.

Copy.

NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

Tel Aviv. 21.2.1934.

Mr. L. Andrews
Act. Director of Development,
Jerusalem.

Dear Sir:

With further reference to our conversation of the 19th inst. relating to the drainage of Nahr el Faliq seamps, I desire to bring forth the following proposals.

The Government will give us on lease the sand dunes of an approximate area comprising from nine to ten thousand dunums as delineated on the sketch you were kind enough to forward us in your letter of the 2nd October, 1933, No. DC/226/32, situated south to the leasehold lands held by the Hanotaiah Ltd. and stretching as far as south to the Nahr el Faleg sand dunes inclusive, provided that should the Land Settlement, at a later stage, ascertain that part of the said dunes is not state domain, same will be excluded from the lease.

Our Company will participate in the draining of Birket Ramadan seamps expenditure to an extent of £1.500 per each dunum, actually demised, a payment in addition to a development scheme and the usual annual rental.

I sincerely trust that the above proposals will greatly assist in settling the matter in question.

Yours faithfully,

(SGD) O. Ben Ammi

Copy.

96

Confidential

DC/226/34

22nd February, 1934

Many thanks for your letter of the 21st inst. regarding the drainage of Birket Ramadan and lease of the sand dunes, north and south of the River Faliq.

2. In reply I hasten to inform you that I am directed by His Excellency the High Commissioner to inform you that Government would be favourably disposed towards an application from your Company (Messrs. Hanatoiah Ltd) for a lease of the sand-dunes for a long period of years at a low rental, as the site for a seaside resort and/or agricultural development, if and when Government was adjudged by settlement to be the owner.

I am further to state that Government has reasonable expectation that ownership will fall to it, as in the past sand-dunes have always been adjudged in case of dispute to Government.

3. As we agreed at our meeting on 19.2.34, your Company will not be able to make full use of the sand dunes so long as there is malarial infection in the vicinity, not only because of your interest in the proposed seaside resort and/or agricultural development but also on account of the surrounding Jewish Settlements.

4. I now note by your letter under reference that if Government will give your Company a lease of the sand-dunes situated north and south of the River Faliq, Tulkarm Sub-District, and said to be from nine to ten thousand dunums in area, your Company will participate in the cost of the drs

of the Birket Ramadan Swamps to an extent of LP 1.500
mils per dunum for each dunum included in the lease.
This payment to be in addition to the usual annual
rental.

5. In conclusion I would state that I am
to-day conveying your proposal to Government.

(SGD) L. Andrews

Mr. Oved Ben Ammi,
Messrs. Hanotoeah Ltd.
P.O.B. 18,
Tel Aviv.

Copy.

9c

DC/226/34

23rd February, 1934

Reference our conversation of this morning regarding your proposal to lease the sand-dunes north and south of the Nahr el Faliq. I understand that the area required by you is some 8 to 10,000 dunums, and I shall be grateful if you will let me know by return, if possible, the area of sand-dunes you require south of the River and also north of the River; as according to my records the total area of these sand-dunes is much in excess of 10,000 dunums.

(SGD) L. Andrews.

Mr. O. Ben Ammi
Messrs. Hanotaiiah Ltd.
P.O.B. 18,
Tel Aviv.

9 d
Copy.

NATHANYA SEA-SHORE DEVELOPMENT CO. LTD.

Tel Aviv 28.2.1934.

Mr. L. Andrews
Department of Development
P.O.B. 649
Jerusalem.

Sir,

In response to your letter of the 23rd inst., regarding the area of the sand dunes to be leased by us, I desire to state that I have attempted to ascertain the exact area of the sand dunes, but to my regret, owing to the lack of correct maps, I am unable to define the total area.

The expression of my proposal is to include in the lease the area of the sand dunes stretching along the coast south to the leashold dunes held by Hanotaiah Ltd and ending at the Blikish lands, which is situated in the proximity of Litwinsky Bros. plantations.

If the area as described above is in excess of 10,000 dunums, I shall kindly ask to include any additional area in the lease.

Yours very faithfully

NATHANYA SEA SHORE DEVELOPMENT
COMPANY LIMITED
(SGD) O. Ben Ammi

SD/5(5)

B

12th January, 1938.

Chief Secretary.

Replied 11

See also: 10, 17,

Subject:- Sand Dunes South of the
Wadi Faliq.

The Mathanya Sea Shore Development Company claim that priority, in the form of favourable consideration, should be given to the lease to them on similar terms as the Kafr Sur Sand Dunes for any lands adjudicated to Government at Land Settlement in Registration Blocks 7707, 7708, 7709, 7710 and 7711.

2. The Company maintain that a promise to this effect was given to them by the Development Officer under his letter No. DC/226/34 dated 22nd February 1934, a copy of which is enclosed, and verbally by the High Commissioner.

3. The Company ask that the position may be placed on record in order that there may be no doubt on the subject after His Excellency leaves the country.

4. I have only recently been asked by the Company to confirm the alleged promise and I shall be grateful if the matter may be placed beyond doubt one way or the other.

5. I enclose a 1/20,000 scale sketch plan (No. 13/38) showing the blocks referred to and the land which has been adjudicated to or is claimed by Government. The area of the former is about 147 dunums and the latter 1350 dunums.

6. The area of the Kafr Sur Sand Dunes, the lease of which the Company is under negotiation, extends to about 4,450 dunums.

Maurice Samuels

7 COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to: District Commissioner,
Haifa and Samaria District.

B/RA

DC/226/34

DEPARTMENT OF DEVELOPMENT

P.O.B. 649 Jerusalem
=====

CONFIDENTIAL

22nd February 1934

Dear Mr. Ben Ammi

Many thanks for your letter of the 21st inst., regarding the drainage of Birket Ramadan and lease of the sand-dunes, north and south of the River Faliq.

2. In reply I hasten to inform you that I am directed by His Excellency the High Commissioner to inform you that Government would be favourably disposed towards an application from your Company (Messrs. Hanotoiah Ltd) for a lease of the sand-dunes for a long period of years at a low rental, as the site for a seaside resort and/or agricultural development, if and when Government was adjudged by Settlement to be the owner.

I am further to state that Government has reasonable expectation that ownership will fall to it, as in the past sand-dunes have always been adjudged in case of dispute to Government.

3. As we agreed at our meeting on 19.2.34, your Company will not be able to make full use of the sand dunes so long as there is malarial infection in the vicinity, not only because of your interest in the

/proposed

proposed seaside resort and/or agricultural development, but also on account of the surrounding Jewish Settlements.

4. I now note by your letter under reference that if Government will give your Company a lease of the sand-dunes situated north and south of the River Faliq, Tulkarm Sub District, and said to be from nine to ten thousand dunums in area, your Company will participate in the cost of the drainage of the Birket Ramadan Swamps to an extent of LP.1.500 mils per dunum for each dunum included in the lease. This payment to be in addition to the usual annual rental.

5. In conclusion I would state that I am today conveying your proposal to Government.

Yours very sincerely

L.ANDREWS

Mr. Oved Ben Ammi
Messrs Hanotoeah Ltd
P.O.B. 18,
Tel Aviv

C O P Y.

DC/226/34

DEPARTMENT OF DEVELOPMENT
P.O.B. 649, Jerusalem.

CONFIDENTIAL.

22nd February, 1934.

Dear Mr. Ben Ammi,

Many thanks for your letter of the 21st inst., regarding the drainage of Birket Rasadan and lease of the sand dunes, north and south of the River Faliq.

2. In reply I hasten to inform you that I am directed by His Excellency the High Commissioner to inform you that Government would be favourably disposed towards an application from your Company (Messrs. Hanoteiah Ltd) for a lease of the sand dunes for a long period of years at a low rental, as the site for a seaside resort and/or agricultural development, if and when Government was adjudged by Settlement to be the owner.

I am further to state that Government has reasonable expectation that ownership will fall to it, as in the past and sand dunes have always been adjudged in case of dispute to Government.

3. As we agreed at our meeting on 19.2.34, your Company will not be able to make full use of the sand dunes so long as there is malarial infection in the vicinity, not only because of your interest in the proposed seaside resort and/or agricultural development, but also on

./.

account of the surrounding Jewish Settlements.

4. I now note by your letter under reference that if Government will give your Company a lease of the sand dunes situated north and south of the River Paliq, Tulkarm Sub-District, and said to be from nine to ten thousand dunums in area, your Company will participate in the cost of the drainage of the Birket Ramadan Swamps to an extent of LP.1.500 mils per dunum for each dunum included in the lease. This payment to be in addition to the usual annual rental.

5. In conclusion I would state that I am today conveying your proposal to Government.

Yours very sincerely,

L.ANDREWS.

Mr. Oved Ben Ammi
Messrs. Hanoteiah Ltd.
P.O.B.18,
Tel-Aviv.

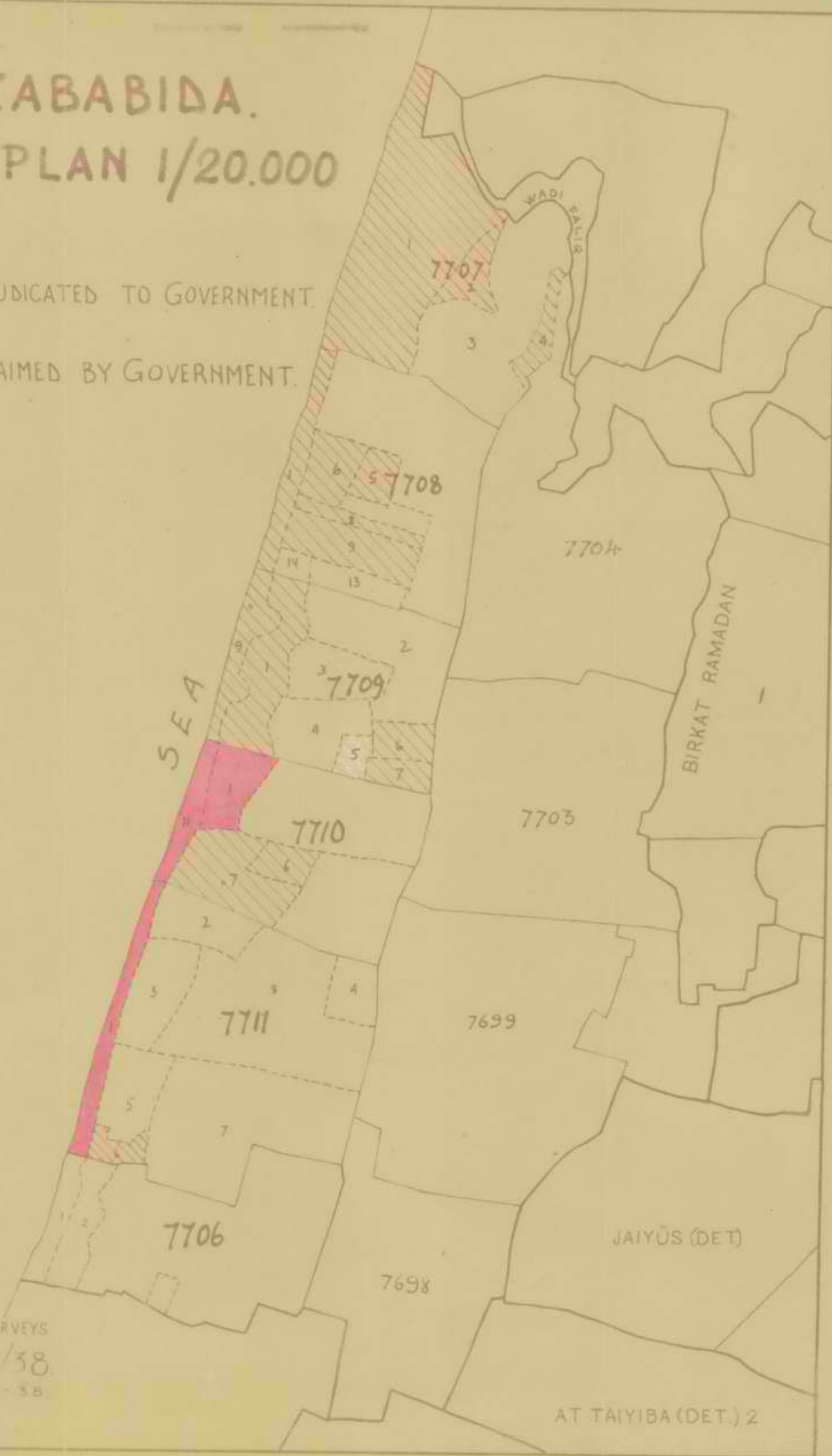
KH. AZ ZABABIDA. SKETCH PLAN 1/20.000



AREAS ADJUDICATED TO GOVERNMENT.



AREAS CLAIMED BY GOVERNMENT.



DEPT. OF LANDS & SURVEYS

SER NO 13/38

JERUSALEM 12-1-38

52/5(5)

8th January, 1938.

see also: 12

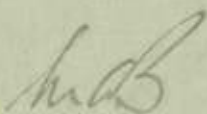
Gentlemen,

I have the honour to refer to your letter No. 11/4-7059 dated 22nd. December, 1937, in regard to the sand dunes lying south of the Nahr El Faliq and to inform you that the question as to whether or not you are to be given any form of priority in connection with the lease of any lands adjudicated as State Domain during Land Settlement is being referred to Government.

As regards the rent to be paid by you for the Kafr Sur lands the question will be considered by the Standing Valuation Board which will meet in this office at 10 a.m. on Wednesday next 12th January, when it would be appreciated if your representative will attend to expound your views.

I am, Gentlemen,

Your obedient servant,



7 COMMISSIONER FOR LANDS
AND SURVEYS.

Messrs.

The Nathanya Sea-Shore Development Co. Ltd.
P.O. Box No. 18, NATHANYA.

B/o.

7707/1	Case NO. 75/Kh. Z.	}	area 465.725	
7707/2	Case NO. 78/Kh. Z.		Not decided	area 39.669
7707/4	Case NO. 34/Kh. Z.		area 22.141	
7707/3	Case NO. 84/Kh. Z.	}	To be transferred (area on payment of Badl 406.797 Mithl.	
7708/6 8+9 Foreshore (1)	Case NO. 92/Kh. Z.		?	
7708/5	Case NO. ?		Not decided.	
7708/13	Case NO. 48/Kh.Z. decided	}	To be transferred on payment of Badl, Mithl.	
7709/3	Case NO. 84/Kh.Z. decided.		To be transferred on payment of Badl, Mithl.	
7709/1	Case No. 100/Kh.Z)	}	Not decided.	
7709/7	Case No. 85/Kh.Z)			
7709/6	Case No. 82/Kh.Z)			
7710/1	Registered GP/5/8(2)		<u>Duns.</u> 67.241	Sand Dunes
7710/6 & 7	Case No. 99/Kh.Z. (6) Not decided (7)		41.150 141.074	
7710/11	Registered GP/5/8(3)		34.806	Fore Shore
7711/1	Registered GP/5/8(4)		45.338	-do-
7711/5	Case No. 40/Kh.Z decided.		90.962	{ Subject to transfer on payment of Badl Misl
7711/10	Case No. 37/Kh.Z. decided		?	
7711/3	Case No. 39/Kh.Z. decided		115.889	-do-
7711/4	Case No. 43/Kh.Z. decided		42.144	{ Govt.claim dismissed.
7711/6	Case No. 36/Kh.Z.		44.408	

4/11

Government of Palestine

All communications to be addressed to:

Development Officer.

In your reply please quote

DCF/99 - 189

Telephone No. 1022.



Department of Development,

P. O. B. 649,

Jerusalem,

Palestine.

30th December 1937

Commissioner for Lands
and Surveys.

Subject:- Nathanya Sea-Shore Development
Company Ltd.

Reference:- Request for undertaking regarding
lease of further lands south
of Nahr Faliq.

I attach herewith copy of letter No. 11/4-7058
dated the 22nd December 1937 received from Mr. Ben
Ammi.

2. I shall be glad to know if ^{his} ~~the~~ statement
in the second paragraph can be confirmed and
at the same time whether he ~~was~~ ^{is} justified in his
assumption that lands which are in dispute will
eventually pass to Government possession!!

Robert Tubb
ACTING DEVELOPMENT OFFICER.

A. D.

The assumption that lands which are in
dispute will eventually pass to Govt. possession
is unwarranted. There is however a
reasonable expectation that it will be
so. As regards the present position
at Land Settlement I have prepared
a statement (pl. see folio 53) which agrees
with the information supplied by ~~the~~ ^{Mr. Ben Ammi} ~~the~~
Mr. Ben Ammi in as far as Block & parcel
numbers are concerned R/4/1

Copy.

SH
228
Nathanya Sea-shore
Development Co.Ltd.

11/4-4058

22.12.37.

Mr. J.D.SHEPHERD O.B.E.
Dept. of Development.
Jerusalem.

Subject: Kfar Sur Sand Dunes.

Dear Sir,

49
I wish to refer to your letter of the
16th instant No.DCF/99-175 on the above subject and to
supply you with the following supplementary information :-

2. The Sand Dunes referred by us south of the
Nahr el Faliq are not necessarily within the boundaries of
Ghabat Kafr Sur. Throughout our negotiation with the
late Mr. Andrews the sand dunes under discussion were
north and south of the Faliq. The land north to the
river is known as Kafr Sur sand dunes and the land south
is known under various other names.

I am glad to be in a position to furnish
you with a description of the sand dunes south of the
river as I gathered from reliable sources as follows :

a) The area immediately south of the river is
known as Block No.7707, parcel 1 of which is measuring
465-725 dunums is awaiting settlement.

b) Further south is Block No.7708 two parcels
of which are in dispute and will eventually, as in the
past, pass to Government's possession.

c) In Block No.7709 we find two strips of sand
dunes which are also in dispute and will consequently
also be settled in favour of Government.

2.

d) In Block No. 7710 we find that Parcel No.1 measuring 67.241 dunums is registered in the name of Government, Parcel No.7 measuring 141 dunums is in dispute and parcel No.11 measuring 34 dunums is the foreshore.

Yours faithfully,

(Sg.) O.BEN AMMI.

חברה לפתוח חוף נתניה בע"מ

NATHANYA SEA-SHORE DEVELOPMENT Co. Ltd.

Head Office:

SIR HERBERT SAMUEL ROAD
NATHANYA, PALESTINE
P. O. Box 18 — Phone 23
AGENCIES & OFFICES IN THE
PRINCIPAL CITIES OF THE WORLD

BANKERS:

The Anglo-Palestine Bank Ltd. T.A.
Bnei-Benjamin Bank Ltd. Tel-Aviv
Kupat Milva Bank, Nathanya

Cable Address: SEADEVELOP

המשרד הראשי:

רחוב סיר הרברט סמואל
נתניה, ארץ ישראל
תב"ר 18 — טלפון 23
סוכנויות ומשרדים
במרכזי היהודים

בנקים:

בנק אנגלו-פלסטינה בע"מ תל-אביב
בנק בני-בנימין בע"מ תל-אביב
בנק קופת מלווה חקלאית נתניה

המקן המבוקש: SEADEVELOP



22nd December, 1937. נתניה.

11/4-4059

REPLIED 7, 12

In Bennett
Copies of file 47 +
the reply to H
A/development office?
OK
no mls

In Nasa
What lands are here?
be Woods mentioned and
claimed by gov., in what village
are they? what is the position?
S. Bennett
24-12-37 mls

Commissioner for Lands & Surveys,
P.O.B. 1184,
Jerusalem.

Dear Sir,

We wish to acknowledge receipt of
your letter dated the 16th instant No. SD/5/3)
in reply to which we beg to state the following:

2. The expression of our request in
respect of the Sand-Dunes south of the Nahr el
Faliq does not necessarily apply to any further
land within the boundaries of Kafr-Sur, we merely
refer to the Sand-Dunes south of the Faliq.

3. We understand that the lands south of
the river are known under Blocks Nos. 7707, 7708,
7709 and 7710 certain parcels of which comprising
the Sand-Dunes are in dispute.

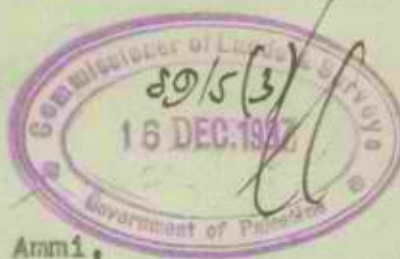
In all probabilities, as in the past, the
sand dunes in dispute will consequently be adjudged
in favour of Government.

Yours faithfully,

J. Ben-Ami
NATHANYA SEA SHORE DEVELOPMENT
COMPANY LIMITED.

EB/EL.

DCF/99 - 175



16th December, 1937.

Dear Mr. Ben Ammi,

Subject: Kafr Sur Sand Dunes.

Reference: Your 11/4-3957 of 13.12.37.

Many thanks for your letter. Before I can take up this matter with the Government, I must have definite information re the sand dune area South of the Faliq. You may be able to give me more information on this area.

2. I understand the present lease refers to the area North of the Faliq and South of the leasehold lands held by the Hanotaiah Ltd., and that you wish a written assurance that the land in Government possession, or which may fall into Government possession when land settlement in the area is undertaken South of the Faliq, will be leased to you under conditions similar to the lease of the lands North of the Faliq.

This goes further than Mr. Andrews' letter DC/226/34 of 22 February, 1934, in which you were informed that 'Government would be "favourably disposed" towards an application from your Company etc. etc.'

I should say with regard to lands South of the Faliq not yet under negotiation, that Government would not at present go beyond the phrase "favourably disposed etc."

3. As it is however, I am informed that there is no sand dunes area South of the Faliq available or likely

2.

to be available for lease to you. Hence my para. 1 above.

Will you clear the matter up. Possibly a plan or even a sketch of the area which you think is open to negotiation would enable me to take the question up with the Commissioner for Lands. I return the tracing you sent me which may be helpful although the scale is small.

4. You will note I am sending a copy of this correspondence to the Commissioner of Lands, who is the officer directly concerned with such matters, and am directing his attention to your last paragraph.

5. In view of this, and if you are not in agreement with the first lines of my para 3., I advise you to communicate the request contained in your last paragraph to him.

Yours sincerely,

Dawn
A.D.V.

Mr. O. BEN-AMMI,
P.O.B. 18
Nathaniya.

Copy to Commissioner of Lands with copy of letter under reply. ✓

Copy.

54 48A
NATHANIYA SEA-SHORE DEV. CO.LTD
Nathaniya, P.O.B. 18.

11/4-3937

3 13.12.37.

Mr. J.D.SHEPHERD O.B.E.
Director of Development
Jerusalem.

REPLIED 46 3

Subject: Kafr Sur Sand Dunes.

Dear Sir,

In continuation of our conversation regarding the incorporation of the various areas of land which Govt. have agreed to transfer to us by way of lease I take pleasure in setting before you the outstanding facts as follows :-

2. In the letter of the then A/Director of Development dated 2.10.33 No.DC/226/32 we were furnished with a print showing the sand dunes area computed by the Director of Surveys which was the basis of our negotiation, copy of this sketch is hereby enclosed.

3. In our letter of the 21st Feb. 34 addressed to the Director of Development we stated the following:

... " Govt. will give us on lease the sand dunes of an approximate area comprising from nine to ten thousand dunums as delineated on the sketch you were kind enough to forward us in your letter of the 2nd Oct.33, No. DC/226/32, situated south to the lease hold lands held by the Hanotaiah Ltd. and stretching as far as south to the Nahr el Faliq sand dunes inclusive, provided, that should the Land Settlement, at a later stage, ascertain that part of the said dunes is not state domain, same will be excluded from the lease".

In reply to the above we obtained Government's approval in the letter of the Director of Development dated the 22nd Feb.34 No.DC/226/34 in which was established the principle of leasing the sand dunes, north and south of the river Faliq.

4. The Director of Development in his letter to us dated the 23.2.34⁴ established the area of 10,000 dunums as a basis to our negotiations, in reply to which our letter of the 28.2.34⁴ No.135/34 included the following statement:-

100-100

100-100

100-100

100-100

100-100

100-100

100-100

100-100

100-100

100-100

100-100

"The expression of my proposal is to include in the lease the area of the sand dunes strething along the coast south to the leasehold dunes held by Hanotaiah Ltd. and ending at the Blikeih, which are situated in the proximity of Litwinsky Bros. plantations. "

5. In our letter to the Commissioner for Lands & Surveys dated 29.July,37, No.11/4-2178 we have clearly informed him as follows:

" As I understand, all the land north of the Faliq has been settled and registered in the name of Govt. I suggest therefore, that the lease should for the time being cover that area and a second form of lease should be drawn up on the same terms for the remaining area south of the river Faliq after the final registration will be effected."

We kindly request you that simultaneously with the signed proposed agreement of lease for the Kfar Sur sand dunes we should be furnished with a written assurance that the lands south to the Faliq which will fall to Government's possession would be leased to us under the same conditions and terms.

Yours sincerely,

(SG.)O.BEN AMMI.

the examination of the records of the
... of the ...
... of the ...
... of the ...

5. In the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...
... of the ...

SD/5(3)

16th December, 1937.

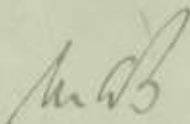
Gentlemen,

REPLIED

51/4

I have the honour to refer to
paragraph 4 of your letter No. 11/4/1384
dated the 29th of July 1937, in which
you mention land in Kafr Sur lying to the
south of the Nahr el Faliq and beg to
inform you that it has been ascertained
that there is no land immediately south
of the Nahr el Faliq within the boundaries
of Ghabat Kafr Sur and consequently the
question of a second lease does not arise.

I am, Gentlemen,
your obedient servant.



COMMISSIONER FOR LANDS
AND SURVEYS.

Messrs.

The Nathanya Sea Shore Development Co. Ltd.,
P.O.B. 18,
Nathanya.

CK/RA

NATHANYA SEA-SHORE DEVELOPMENT CO. LD

Nathanya.

29th July.1937.

Commissioner for Lands and Surveys,
P.O.B. 1184,
Jerusalem.

Dear Sir,

I beg to acknowledge with thanks receipt of your letter dated the 25th instant No. SD/5(3) together with the proposed draft of the form of lease concerning the lease of land at Kfar Sur to us.

2. You will, herewith, please find /proposed amendments in connection with the drafted form agreement for your scrutiny and if the same should meet with your approval, would you, please, have it inserted in the form of lease.

3. As to the extent of the land to be leased we take it for granted that the lease will cover all the land north and south of the River Faliq which has fallen to Government's possession as adjudged by the Settlement Officer.

4. As I understand all the land north to the Faliq has been settled and registered in the name of Government, I suggest, therefore, that the lease should for the time being cover that area and a second form of lease should be drawn up on the same terms for the remaining area south to the river Faliq after the final registration will be effected.

5. Concerning the rate of rent, I beg to refer to the understanding with Government to the effect that the rental will be low. (see letter of Development Officer dated 22.2.34 No.DC/226/34) Consideration should also been given to the fact that in addition to the annual rental we have undertaken to pay LP.6000.- our contribution towards draining the Birket Ramadan Swamps-and to contribute LP.170 per annum towards the maintenance of the Anti-malarial works carried out in the Birket.

6. In view of my contemplated visit to the U.K. may I utilise the opportunity and commence negotiations with the Town Planning Advisor, in respect of drawing up a proposed scheme for the land.

respectfully yours,

(SGD) ?

NATHANYA SEA SHORE DEVELOPMENT CO. LTD.

1. The registered office of the Lease is Nathanya.
2. The latter part of paragraph 1. which deals with the termination of the agreement should in my belief be altered to read as follows:-

"It shall be lawful for the Lessor to terminate the agreement in respect of such parts of land which the Lessee has failed to develop."

If for example after a definite period of years part of the land has been developed and the remaining area, due to unforeseen circumstances, has been left undeveloped, it will be considered unjustified that the agreement in respect of the developed area should also be terminated.

3. Paragraph 2 sub-section 3. It is suggested that the amended scheme should be submitted for approval not later than 90 days and not 30 as the scheme will be projected by experts from England, and in the event of an amendment in the scheme, ample time is required for the dispatch and return of the plans etc. I, therefore suggest 90 days or "within a reasonable time"

The following sentence in order to avoid future misunderstanding should follow sub-section 3 of paragraph 2.

"The lessee hereby undertakes on the final approval of the scheme by the Lessor, to execute all works in accordance with the approved general scheme as hereinbefore set out within 20 years from the date of the general scheme by the Lessor".

/approval of the.

4. In conclusion I suggest the insertion of a clause which should deal with the following provision:

"The lessee is entitled to demand exemption of rent for any area of land which in accordance with the approved general scheme will be set aside for roads and public site purposes".